



भारत का राजपत्र The Gazette of India

सी.जी.-डी.एल.-सा.-26052025-263370
CG-DL-W-26052025-263370

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY
साप्ताहिक
WEEKLY

सं. 18] नई दिल्ली, मई 11—मई 17, 2025, शनिवार/वैशाख 21—वैशाख 27, 1947
No. 18] NEW DELHI, MAY 11—MAY 17, 2025, SATURDAY/VAISAKHA 21—VAISAKHA 27, 1947

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत और पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)
नई दिल्ली, 2 मई, 2025

का.आ. 772.—केंद्रीय सरकार, भारतीय नागरिक सुरक्षा संहिता, 2023 (2023 का 46) की धारा 18 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री शिवाकुमार निजागुनी बेंडिगेरी, अधिवक्ता को, धारवाड़ (कर्नाटक) के विचारण न्यायालय में दिल्ली विशेष पुलिस स्थापन (केंद्रीय अन्वेषण ब्यूरो) द्वारा संस्थित, केंद्रीय अन्वेषण ब्यूरो द्वारा उसे सौंपे गए मामलों के अभियोजन का और इन मामलों से उद्भूत, अपील, पुनरीक्षण और अन्य मामलों का विधि द्वारा स्थापित अपील या पुनरीक्षण न्यायालयों में संचालन करने हेतु नियुक्ति की तारीख से तीन वर्ष की अवधि के लिए या अगले आदेश तक, इनमें से जो भी पूर्वतर हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/8/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS**(Department of Personnel and Training)**

New Delhi, the 2nd May, 2025

S.O. 772.—In exercise of the powers conferred by sub-section (8) of section 18 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (46 of 2023), the Central Government hereby appoints Shri Shivakumar Nijaguni Bendigeri, Advocate as Special Public Prosecutor, for conducting prosecution of the cases as entrusted to him by the Central Bureau of Investigation instituted by the Delhi Special Police Establishment (Central Bureau of Investigation) in the trial courts at Dharwad (Karnataka) and appeals, revisions or other matters arising out of these cases in appellate or revisional courts established by law for a period of three years from the date of his appointment or till further order, whichever is earlier.

[F. No. 225/8/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 13 मई, 2025

का.आ. 773.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पंजाब राज्य में बठिण्डा से संगरूर तक (बठिण्डा -संगरूर पाइपलाइन) पेट्रोलियम पदार्थ परिवहन के लिए हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड, द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री अनिल कुमार गर्ग, पी.सी.एस.(निवृत्त) सक्षम प्राधिकारी हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड, बठिण्डा रिटेल क्षेत्रीय कार्यालय, अर्बन एस्टेट, फेस-II पार्ट-II, बठिण्डा -151 001 (पंजाब) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

क्रम सं.	गाँव का नाम	खसरा नं.	क्षेत्रफल		
			हेक्टेयर	हेक्टेयर	हेक्टेयर
1	2	3	4	5	6
तहसील : बठिण्डा			जिला : बठिण्डा		
			राज्य : पंजाब		
1	फूसमण्डी (H.B.NO. 60)	230/1	00	04	00
		230/2			
		231/1	00	21	00
		231/2			

क्रम सं.	गाँव का नाम	खसरा नं.	क्षेत्रफल		
			हेक्टेयर	हेक्टेयर	हेक्टेयर
1	2	3	4	5	6
		ख.नं 233 और 231 के बीच में आरसीसी रास्ता (232)	00	01	00
		233	00	18	33
2	गुलाबगढ़ उर्फ नाइवाला (H.B.NO. 58)	23//25	00	00	60
		24//21	00	08	20
		24//22	00	08	12
		24//23	00	08	11
		24//24/1	00	08	60
		24//24/2			
		24//25	00	06	40
		37//4/2/1	00	02	94
		37//4/2/2			
		37//5/1	00	10	70
		37//5/2	00	01	42
		37//6/1	00	00	40
		36//10	00	08	09
		36//9	00	08	10
		36//8	00	08	11
		36//7	00	10	83
		ख.नं. 36//7 और 36//6 के बीच में फील्ड चैनल	00	00	60
		36//6	00	05	60
		35//10	00	08	25
		35//9/2	00	02	80
		35//9/1/1	00	06	48
		35//9/1/2			
		35//12/2/1	00	02	13
		35//12/2/2			
		35//12/2/3			
		35//8/1	00	09	19
		35//8/2			
		35//13/1	00	10	56
		35//13/2			

क्रम सं.	गाँव का नाम	खसरा नं.	क्षेत्रफल		
			हेक्टेयर	हेक्टेयर	हेक्टेयर
1	2	3	4	5	6
		35//14	00	09	04
		35//15/1	00	08	09
		35//15/2			
		34//11/1	00	08	12
		34//11/2			
		34//12/1	00	09	09
		34//12/2			
		34//13/1	00	08	96
		34//13/2/1			
		34//13/2/2			
		34//7	00	00	80
		ख.नं. 34//13 और 34//17 के बीच में (केनाल)	00	06	80
		34//18/1	00	00	40
		34//18/2	00	00	40
		34//17/2/1	00	01	99
		34//17/2/2			
		ख. नं. 34//17/2 और 34//17/1 के बीच में (सरकारी अस्फालटेड रास्ता)	00	02	48
		34//17/1/1	00	01	67
		34//17/1/2			
		34//14	00	07	86
		34//15/1	00	01	91
		34//15/2			
		34//6/1	00	09	12
		34//6/2			
		33//11	00	09	30
		ख.नं. 33//11 और 33//12 के बीच में फील्ड चैनल	00	00	60
		33//12	00	08	60
		33//13/1	00	08	18
		33//13/2			
		33//13/3			
		33//14	00	08	09

क्रम सं.	गाँव का नाम	खसरा नं.	क्षेत्रफल		
			हेक्टेयर	हेक्टेयर	हेक्टेयर
1	2	3	4	5	6
		33//15/1	00	08	10
		33//15/2			
		32//11	00	08	10
		32//12	00	08	10
		32//18	00	08	10
		32//17/2	00	05	42
		32//17/1/1	00	01	20
		32//17/1/2			
		ख.नं. 32//17/2 और 32//17/1 के बीच में (सरकारी अस्फालटेड रास्ता) 101	00	01	95
		ख.नं.32//17/2 और 32//17/1 के बीच में फील्ड चैनल 127	00	00	70
		32//16	00	08	15
		31//20	00	08	18
		31//19	00	04	23
तहसील : नाथना			जिला: बठिण्डा		
3	तुंगवाली (H.B.NO.208)	274//15	00	06	90
		274//16	00	00	40
		460/6 (फील्ड चैनल)	00	00	50
		273//20/2/1	00	04	27
		273//20/2/2			
		273//20/1	00	04	73
		273//19	00	07	64
		273//22	00	06	77
		273//23/1	00	06	40
		273//23/2	00	12	60
		276//4	00	03	24
		276//5	00	08	49
		460//5	00	00	50
		277//10	00	08	93
		277//9	00	08	93
		277//12	00	00	40
			राज्य : पंजाब		

क्रम सं.	गाँव का नाम	खसरा नं.	क्षेत्रफल		
			हेक्टेयर	हेक्टेयर	हेक्टेयर
1	2	3	4	5	6
		277//13	00	08	93
		ख.नं. 277//13 और 277//14 के बीच में रास्ता (1000)	00	00	60
		277//14	00	08	51
		277//16	00	08	54
		277//17	00	00	40
		ख.नं. 277//16 और 278//20 के बीच में (फील्ड चैनल) 460/4	00	00	50
		278//20	00	09	20
		278//21	00	01	40
		278//22	00	09	60
		278//23	00	07	80
		307//3	00	05	80
		307//4/1	00	09	20
		307//4/2			
		ख.नं. 307//3 और 307//4 के बीच में (फील्ड चैनल) 460/4	00	00	40
		307//7	00	00	60
		307//6/1	00	09	20
		307//6/2			
		306//10	00	07	50
		306//11	00	02	20
		306//12	00	09	30
		ख.नं. 306//12 और 306//13 के बीच में (फील्ड चैनल)	00	00	60
		306//13	00	09	02
		306//18	00	07	46
		ख.नं. 306//18 और 306//17 के बीच में (फील्ड चैनल)	00	00	60
		306//17	00	09	02
		ख.नं. 306//17 और 306//25/1 के बीच में (फील्ड चैनल)	00	00	60
		306//25/1	00	04	15

क्रम सं.	गाँव का नाम	खसरा नं.	क्षेत्रफल		
			हेक्टेयर	हेक्टेयर	हेक्टेयर
1	2	3	4	5	6
		306//25/2	00	05	72
		305//21	00	09	10
		305//22	00	04	76

[फा. सं. आर-12042(11) / 23 / 2021.ओआर-II/ई-40547]]

शशि शेखर सिंह, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 13th May, 2025

S.O. 773.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum product from Bathinda to Sangrur (Bathinda – Sangrur Pipeline), a pipeline should be laid in State of Punjab by Hindustan Petroleum Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to the Shri. Anil Kumar Garg P.C.S. (Retired), Competent Authority, Hindustan Petroleum Corporation Limited, Bathinda Retail Regional Office, Urban Estate, Phase – II, Part – II, Bathinda – 151 001 (Punjab).

SCHEDULE

Sr. No.	Name of Village	Khasra No.	Area		
			Hect	Are	Sq. Mt.
1	2	3	4	5	6
TEHSIL: BATHINDA			DISTRICT: BATHINDA		
			STATE: PUNJAB		
1	PHOOS MANDI (H.B.NO. 60)	230/1	00	04	00
		230/2			
		231/1	00	21	00
		231/2			
		In Bet.Khasra No. 233 & 231-RCC Road (232)	00	01	00
		233	00	18	33
2	GULABGARH URF NAIWALA (H.B.NO. 58)	23//25	00	00	60
		24//21	00	08	20
		24//22	00	08	12
		24//23	00	08	11
		24//24/1	00	08	60
		24//24/2			
		24//25	00	06	40
		37//4/2/1	00	02	94
		37//4/2/2			
		37//5/1	00	10	70

Sr. No.	Name of Village	Khasra No.	Area		
			Hect	Are	Sq. Mt.
1	2	3	4	5	6
		37//5/2	00	01	42
		37//6/1	00	00	40
		36//10	00	08	09
		36//9	00	08	10
		36//8	00	08	11
		36//7	00	10	83
		In Bet. Khasra No. 36//7 & 36//6 (Field Channel)	00	00	60
		36//6	00	05	60
		35//10	00	08	25
		35//9/2	00	02	80
		35//9/1/1	00	06	48
		35//9/1/2			
		35//12/2/1	00	02	13
		35//12/2/2			
		35//12/2/3			
		35//8/1	00	09	19
		35//8/2			
		35//13/1	00	10	56
		35//13/2			
		35//14	00	09	04
		35//15/1	00	08	09
		35//15/2			
		34//11/1	00	08	12
		34//11/2			
		34//12/1	00	09	09
		34//12/2			
		34//13/1	00	08	96
		34//13/2/1			
		34//13/2/2			
		34//7	00	00	80
		In Bet. Khasra No. 34//13 & Khasra No. 34//17 (Canal)	00	06	80
		34//18/1	00	00	40
		34//18/2	00	00	40
		34//17/2/1	00	01	99
		34//17/2/2			
		In Bet. Khasra No. 34//17/2 & 34//17/1 (Asphalted Road)	00	02	48
		34//17/1/1	00	01	67
		34//17/1/2			
		34//14	00	07	86
		34//15/1	00	01	91
		34//15/2			
		34//6/1	00	09	12
		34//6/2			
		33//11	00	09	30
		In Bet Khasra No. 33//11 & 33//12 Field Channel	00	00	60

Sr. No.	Name of Village	Khasra No.	Area		
			Hect	Are	Sq. Mt.
1	2	3	4	5	6
		33//12	00	08	60
		33//13/1	00	08	18
		33//13/2			
		33//13/3			
		33//14	00	08	09
		33//15/1	00	08	10
		33//15/2			
		32//11	00	08	10
		32//12	00	08	10
		32//18	00	08	10
		32//17/2	00	05	42
		32//17/1/1	00	01	20
		32//17/1/2			
		In Bet. Khasra No. 32//17/2 & 32//17/1 Asphalted Road (101)	00	01	95
		In Bet. Khasra No. 32//17/2 & 32//17/1 Field Channel (127)	00	00	70
		32//16	00	08	15
		31//20	00	08	18
		31//19	00	04	23
TEHSIL: NATHANA			DISTRICT: BATHINDA		STATE: PUNJAB
3	TUNGWALI (H.B. NO. 208)	274//15	00	06	90
		274//16	00	00	40
		460/6 (Field Channel)	00	00	50
		273//20/2/1	00	04	27
		273//20/2/2			
		273//20/1	00	04	73
		273//19	00	07	64
		273//22	00	06	77
		273//23/1	00	06	40
		273//23/2	00	12	60
		276//4	00	03	24
		276//5	00	08	49
		460//5	00	00	50
		277//10	00	08	93
		277//9	00	08	93
		277//12	00	00	40
		277//13	00	08	93
		In Bet. Khasra No. 277//13 & 277//14 (Cart Track) 1000	00	00	60
		277//14	00	08	51
		277//16	00	08	54
		277//17	00	00	40
		In Bet. Khasra No.277//16 & 278//20 (Field Channel) 460/4	00	00	50
		278//20	00	09	20
		278//21	00	01	40
		278//22	00	09	60

Sr. No.	Name of Village	Khasra No.	Area		
			Hect	Are	Sq. Mt.
1	2	3	4	5	6
		278//23	00	07	80
		307//3	00	05	80
		307//4/1	00	09	20
		307//4/2			
		In Bet. Khasra No. 307//3 & 307//4 (Field Channel) 460/4	00	00	40
		307//7	00	00	60
		307//6/1	00	09	20
		307//6/2			
		306//10	00	07	50
		306//11	00	02	20
		306//12	00	09	30
		In Bet. Khasra No. 306//12 & 306//13 (Field Channel)	00	00	60
		306//13	00	09	02
		306//18	00	07	46
		In Bet. Khasra No. 306//18 & 306//17 (Field Channel)	00	00	60
		306//17	00	09	02
		In Bet. Khasra No. 306//17 & 306//25 /1(Field Channel)	00	00	60
		306//25/1	00	04	15
		306//25/2	00	05	72
		305//21	00	09	10
		305//22	00	04	76

[F. No. R-12042(11)/23/2021-OR-II/E-40547]

SHASHI SHEKHAR SINGH, Under Secy.

सड़क परिवहन और राजमार्ग मंत्रालय

(राजभाषा अनुभाग)

नई दिल्ली, 9 मई, 2025

का.आ. 774.—केंद्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में क्षेत्रीय कार्यालय, भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, शिमला, जिसके 80% से अधिक कर्मचारियों ने हिंदी में कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[फा. सं. ई.-12012/1/2023-विविध/हिंदी]

कमलेश चतुर्वेदी, संयुक्त सचिव

MINISTRY OF ROAD TRANSPORT AND HIGHWAYS

(Official Language Section)

New Delhi, the 9th May, 2025

S.O. 774.—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notify Regional Office, National Highway Authority of India, Shimla, where more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E. 12012/1/2023-Misc. /Hindi]

KAMLESH CHATURVEDI, Jt. Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 9 मई, 2025

का.आ. 775.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड; मैसर्स रूबल सिक्योरिटी एजेंसी के प्रबंधन के संबद्ध नियोजकों और श्री रामबाबू धाकड़, श्री भगवानलाल, श्री नरेंद्र प्रसाद, श्री भरत सिंह के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.- 89/2018, 90/2018, 91/2018 and 92/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 09.05.2025 को प्राप्त हुआ था।

[सं. एल-30012/4/2018-आईआर(एम), एल-30012/3/2018-आईआर(एम),
एल-30012/2/2018-आईआर(एम), एल-30012/1/2018-आईआर(एम)]

दिलीप कुमार, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 9th May, 2025

S.O. 775.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 89/2018, 90/2018, 91/2018 and 92/2018) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Hindustan Petroleum Corporation Ltd; M/s Roubal Security Agency, and Shri Rambaboo Dhakad, Shri Bhagwanlal, Shri Narendra Prasad and Shri Bharat Singh** which was received along with soft copy of the award by the Central Government on 09.05.2025.

[No. L-30012/4/2018-IR(M), L-30012/3/2018-IR(M),
L-30012/2/2018-IR(M) and L-30012/1/2018-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR****Present: P.K. Srivastava****H.J.S.(Retd.)****1. NO. CGIT/LC/R/89/2018**

Shri Rambaboo Dhakad,
S/o Shri Kamarlal Dhakad,
R/o H.No. 2, Shiv Nagar,
Near Rahi Coal Depot, Nayagaon,
District – Ratlam (M.P.)

Vs

1. The Regional Manager,
M/s Hindustan Petroleum Corporation Ltd.,
Regional Office, POL Depot,
Indore (MP) – 453771
2. M/s Roubal Security Agency,
Thro' Brig. Gurpoal Sing, A-505,
Himanchal Apartments, Plot No. 21,
Sector – 05, Dwarka, New Delhi – 110075

Leading Case....

2. NO. CGIT/LC/R/90/2018

**Shri Bhagwanlal,
S/o Late Narayan Parmar,
R/o Village – Bibdodh,
District – Ratlam (M.P.)**

Vs

- 1. The Regional Manager,
M/s Hindustan Petroleum Corporation Ltd.,
Regional Office, POL Depot,
Indore (MP) – 453771**
- 2. M/s Roubal Security Agency,
Thro' Brig. Gurpoal Sing, A-505,
Himanchal Apartments, Plot No. 21,
Sector – 05, Dwarka, New Delhi - 110075**

3. NO. CGIT/LC/R/91/2018

**Shri Narendra Prasad,
S/o Late Shambhoo Lal Rajawat,
H.No. 82, Shakti Nagar, Gali No.2,
District – Ratlam (MP)**

Vs

- 1. The Regional Manager,
M/s Hindustan Petroleum Corporation Ltd.,
Regional Office, POL Depot,
Indore (MP) – 453771**
- 2. M/s Roubal Security Agency,
Thro' Brig. Gurpoal Sing, A-505,
Himanchal Apartments, Plot No. 21,
Sector – 05, Dwarka, New Delhi - 110075**

4. NO. CGIT/LC/R/92/2018

**Shri Bharat Singh,
S/o Shri Bheru Singh Chouhan,
R/o CH/124, Suraj Mal Jain Nagar,
District – Ratlam (MP)**

Vs

- 1. The Regional Manager,
M/s Hindustan Petroleum Corporation Ltd.,
Regional Office, POL Depot,
Indore (MP) – 453771**
- 2. M/s Roubal Security Agency,
Thro' Brig. Gurpoal Sing, A-505,
Himanchal Apartments, Plot No. 21,
Sector – 05, Dwarka, New Delhi – 110075**

(JUDGMENT)**(Passed on this 28th day of February-2025)****1. In the case NO. CGIT/LC/R/89/2018**

As per letter dated 29/10/2018 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-30012/4/2018 - IR(M) dt. 29/10/2018. The dispute under reference relates to:

"Whether the demand of Shri Rambaboo Dhakad S/o Shri Kamarlal Dhakad vide letter dated 07.09.2016 to reinstate him in service with back wages against the management of Hindustan Petroleum Corporation Ltd., Regional Office, POL Depot, Indore M/s Roubal Security Agency is legal, just & proper? If yes, what relief the workman concerned is entitled to?"

2. In the case NO. CGIT/LC/R/90/2018

As per letter dated 29/10/2018 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-30012/3/2018 - IR(M) dt. 29/10/2018. The dispute under reference relates to:

"Whether the demand of Shri Bhagwan Lal, S/o Late Shri Narayan Parmar vide letter dated 07.09.2016 to reinstate him in service with back wages against the management of Hindustan Petroleum Corporation Ltd., Regional Office, POL Depot, Indore/M/s Roubal Security Agency is legal, just & proper? If yes, what relief the workman concerned is entitled to?"

3. In the case NO. CGIT/LC/R/91/2018

As per letter dated 29/10/2018 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-30012/2/2018 - IR(M) dt. 29/10/2018. The dispute under reference relates to:

"Whether the action of the Management of Regional Manager, Hindustan Petroleum Corporation Ltd. In terminating the service of Workman Shir Narendra Prasad working through M/s. Roubal Security Agency w.e.f. 28.03.2013 is just & proper? If not, what relief the workman concerned is entitled to?"

4. In the case NO. CGIT/LC/R/92/2018

As per letter dated 29/10/2018 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-30012/1/2018 - IR(M) dt. 29/10/2018. The dispute under reference relates to:

"Whether the demand of Shri Bharat Singh S/o Shri Bheru Singh Chouhan vide letter dated 07.09.2016 to reinstate him in service with back wages against the management of Hindustan Petroleum Corporation Ltd., Regional Office, POL Depot, Indore/ M/s Roubal Security Agency is legal, just & proper? If yes, what relief the workman concerned is entitled to?"

Since, the parties, the disputes and facts in these four cases are identical and also the evidence is almost the same, hence all these cases are being disposed by a common Judgment and Award.

Case of the Workmen in these cases is mainly that they were appointed through Security Agency in February, 1997 on post of Security Guard and consistently worked with Management up to 2011. The contract of the Management with the Security Agency was terminated in June, 2011, and thereafter these Workmen continued to work with Management in their Ratlam Depot from July, 2011 till February, 2013. And were paid their wages directly by the Management from July 2011 to March 2012 in their Bank Accounts. Management did not pay their wages from April 2012 to February 2013, for this they have been personally raising their demands with Management and have been their wages. It is further the case of these Workmen that after 16 years of continuous service with Management it terminated their services without any notice or compensation which is in violation of **Section 25F, 25G, 25H, 25M, and 25N** of the **Act**. Hence, is unjust, illegal and arbitrary. These workmen have claimed that by working for such a long period with Management they have acquired permanent status which is not being recognized by Management. They have claimed that holding the action of Management against law they be held entitled to be reinstated in service by Management with back wages and benefits.

Case of Management as taken by them in their Written Statement is that these Workmen were employed as security guard through various contractors. The Management of HPCL engages contractors through Competitive Bidding System for their non-core works on the lines issued by Government of India. In this respect there is no notification issued by Central Government under **Section 10 of Contract Labour Regulation and Regulation Act, 1970**, prohibiting the use of Contract Labour for the Work of Security Guard, hence the management is within its rights to engage security guards through different contractors. It is further the case of Management that it has its depot in Ratlam on land leased out to them by Railways and this lease expired in March 2012, and process of surrendering

the land to the Railway started thereafter and the Depot at Ratlam was closed after surrender of the land in March 2012. Management has denied that these Workmen were engaged by them from June 2011 to February 2013 as claimed by them. Management has thus prayed that the reference be answered against the Workmen.

The Workmen have filed their rejoinders in which they have reiterated their allegations taken in their statement of claims.

In evidence, the Workmen have filed their affidavits separately in the cases they have been cross-examined by Management. The Workmen have proved it photocopy and original documents, marked Exhibit W-1 to W-62, to be referred to as and when require.

Management has filed affidavit of their witness Amit Kumar Gadhodiya, Chief Regional Manager Retail and has proved documents Exhibit M-1 to M-5 to refer to as and when required.

It is further to mention here that the Workmen side filed application dated 30.08.2022 seeking direction to file original attendance register, register of duty and payment register and as well payment registers of the Workmen from June, 2011 to February, 2013. This application was decided after hearing vide order dated 30.08.2022. The management was directed to file an affidavit of summon authorized on their behalf if the documents were not granted or not available with Management. The workmen side was also granted liberty to lead secondary evidence with respect to these documents in case these documents are not filed by Management under direction of this Tribunal. The Management filed affidavit dated 13.12.2022 of Amit Kumar Gaghodia who stated that these document did not exist with them.

I have heard argument of Learned Counsel Mr. Arun Patel and Mr. K.B. Singh on behalf of the Workmen in these cases, have also heard argument of Learned Senior Counsel Mr. Anoop Nair assisted by Mr. Neeraj Kevat on behalf of Management. The Workmen side has filed written arguments also. I have gone through the written arguments as well the record.

Admitted between the parties is that fact that these Workmen worked as Contract Labour with Management since February 1997 to June 2011. Case of the Workmen is that the Contract of outsourcing agency was closed in 2011 but they continued to work as Security Guards from July 2011 to February 2013 i.e. 28.02.2013 when their services were terminated by Management. It further their case that during this period. They worked as employees of Management and were paid their wages by Management from July 2011 to March 2012 through their Bank Accounts. Management with held their wages salary from April, 2012 to February, 2013 for which they have been consistently raising their demands and have been filed various applications/ representations.

Management has denied this allegation of Workmen with case that they have not been engaged by Management directly by them at any point of time.

The Workmen who have cross-examined themselves as witness have corroborated their case in their affidavits filed as their examination-in-chief. They are consistent on this point in their cross-examination by Management. Their case is further supported by photocopy documents Exhibit W-4 to W-12. Which are Salary Cheques and Letters issued by Management to these Workmen for the Period July 2011 to February 2012. When confronted with these payments, the Management witness has stated in his cross-examination that these were the payments made by Management to these employees because of failure of the contractor to pay wages but he further states that he is not sure about this. Learned Senior Counsel for Management has also submitted his arguments on this line but, in absence of any corroborative evidence, this argument cannot be accepted. The management side has filed a photocopy of Work agreement said to be executed between them with Security Agency which is vacant spaces which does not show as to on which date this agreement was signed and till which date this agreement is in force. This document is M1/3, management has further two photocopy documents which is M1/5, which are said to be the Monthly Bills raised by the Security Agency for the month of July 2011, and August 2011. But, in absence of evidence to the effect with the Contract was existing in July 2011 and August 2011, that too when the workmen side has specifically pleaded that the contract ended in June 2011, only these bills, not corroborated by evidence of payment of amount in these bills by Management to the Contractor are of no significance. As has been stated by Management for the period July, 2011 to March, 2012. Hence, in these facts, it cannot be assumed that management made these payments in discharge of their liability as Principal employer. The Workmen witnesses have stated that they have been claiming their wages from April, 2012 to March, 2013 in their statements and are consistent in their cross-examination on this point further the proved documents exhibit W-14 to W-29, Exhibit W-26 corroborated their statement on this point.

Hence, from the above discussion, the case of the Workmen that they continuously worked as Security Guards with the Management from February, 1997 to June, 2011 as contract Labour and from July 2011 to March 2012 as employees of management is held proved.

Since, it is not the case of the Management that these Workmen were paid any retrenchment compensation, termination of their services is held against law.

As regards to relief, admissible to these Workmen it has been submitted from the side of Management that these have not be appointed against any sanctioned vacancy following recruitment process, the activities on the Ratlam site also have been closed, hence they are not entitled to be reinstated.

On the other hand, it has been submitted from the side of workmen that in the case in hand, Management has engaged these workmen as contract Labour from 1997 to 2011 and as its employees from July 2011 to March 2013, they have matured their right to be permanent and Management has adopted unfair labour practice by not granting them status of permanent employees and terminating their services without notice or compensation. Hence, they should be held entitled to be reinstated. Workmen side has relied on two judgments of Hon'ble the Supreme Court -

1. **Ranveer Singh V.s. Executive Engineer (2021) 14 SCC 851.**

2. **Jaggo V.s. Union of India**, relied by Workmen side. The following paragraphs are being reproduced as follows:

“8. On behalf of the appellants, the following arguments have been advanced before us: (i). **Continuous and Substantive Engagement:** The appellants emphasize their long, uninterrupted service spanning well over a decade—and in some instances, exceeding two decades. They argue that their duties were neither sporadic nor project-based but permanent and integral to the daily functioning of the respondent's offices.

(ii). **Nature of Duties:** Their responsibilities— such as cleaning, dusting, gardening, and other maintenance tasks—were not casual or peripheral. Instead, they were central to ensuring a clean, orderly, and functional work environment, effectively aligning with roles typically associated with regular posts.

(iii). **Absence of Performance Issues:** Throughout their tenure, the appellants SLP(C) NO.5580 of 2024 ETC. Page 8 of 29 were never issued any warning or adverse remarks. They highlight that their work was consistently satisfactory, and there was no indication from the respondents that their performance was not satisfactory or required improvement.

iv). **Compliance with ‘Uma Devi’ Guidelines:** The appellants assert that their appointments were not “illegal” but at most “irregular.” Drawing on the principles laid down in Secretary, State of Karnataka vs. Uma Devi , they submit that long-serving employees in irregular appointments—who fulfil essential, sanctioned functions—are entitled to consideration for regularization.

(v). **Discrimination in Regularization:** The appellants point out that individuals with fewer years of service or similar engagements have been regularized. They contend that denying them the same benefit, despite their longer service and crucial role, constitutes arbitrary and discriminatory treatment.

(vi). **Irrelevance of Educational Qualifications:** The appellants reject the respondents' reliance on formal educational requirements, noting that such criteria were never enforced earlier and that the nature of their work does not inherently demand formal schooling. They argue that retrospectively imposing such qualifications is unjustified given their proven capability over many years.

(vii). **Equity and Fairness:** Ultimately, the appellants submit that the High Court erred by focusing too rigidly on their initial terms of engagement and ignoring the substantive reality of their long, integral service. They maintain that fairness, equity, and established judicial principles call for their regularization rather than abrupt termination .

On the other hand, the following primary arguments have been advanced before us on behalf of the Respondents:

(i). **Nature of Engagement:** The respondents maintain that the appellants were engaged purely on a part-time, contractual basis, limited to a few hours a day, and that their work was never intended to be permanent or full-time.

(ii). **Absence of Sanctioned Posts:** They assert that the appellants were not appointed against any sanctioned posts. According to the respondents, without sanctioned vacancies, there can be no question of regularization or absorption into the permanent workforce.

(iii). **Non-Compliance with ‘Uma Devi’ Criteria:** Relying heavily on Secretary, State of Karnataka vs. Uma Devi (supra), the respondents argue that the appellants do not meet the conditions necessary for regularization. They emphasize that merely serving a long period on a part-time or ad-hoc basis does not create a right to be regularized.

(iv). **Educational Qualifications:** The respondents contend that even if the appellants were to be considered for regular appointments, they do not possess the minimum educational qualifications mandated for regular recruitment. This, in their view, disqualifies the appellants from being absorbed into regular service.

(v). **Outsourcing as a Legitimate Policy Decision:** The respondents point out that they have chosen to outsource the relevant housekeeping and maintenance work to a private agency. This, they argue, is a legitimate administrative policy decision aimed at improving efficiency and cannot be interfered with by the courts.

(vi). **No Fundamental Right to Regularization:** Finally, the respondents underscore that no employee, merely by virtue of long-standing temporary or part time engagement, acquires a vested right to be regularized. They maintain

that the appellants' claims are devoid of any legal entitlement and that the High Court was correct in dismissing their petition.

10. Having given careful consideration to the submissions advanced and the material on record, we find that the appellants' long and uninterrupted service, for periods extending well beyond ten years, cannot be brushed aside merely by labelling their initial appointments as part-time or contractual. The essence of their employment must be considered in the light of their sustained contribution, the integral nature of their work, and the fact that no evidence suggests their entry was through any illegal or surreptitious route.

11. The appellants, throughout their tenure, were engaged in performing essential duties that were indispensable to the day-to-day functioning of the offices of the Central Water Commission (CWC). Applicant Nos. 1, 2, and 3, as Safaiwalis, were responsible for maintaining hygiene, cleanliness, and a conducive working environment within the office premises. Their duties involved sweeping, dusting, and cleaning of floors, workstations, and common areas—a set of responsibilities that directly contributed to the basic operational functionality of the CWC. Applicant No. 5, in the role of a Khallasi (with additional functions akin to those of a Mali), was entrusted with critical maintenance tasks, including gardening, upkeep of outdoor premises, and ensuring orderly surroundings.

12. Despite being labelled as “part-time workers,” the appellants performed these essential tasks on a daily and continuous basis over extensive periods, ranging from over a decade to nearly two decades. Their engagement was not sporadic or temporary in nature; instead, it was recurrent, regular, and akin to the responsibilities typically associated with sanctioned posts. Moreover, the respondents did not engage any other personnel for these tasks during the appellants' tenure, underscoring the indispensable nature of their work. The claim by the respondents that these were not regular posts lacks merit, as the nature of the work performed by the appellants was perennial and fundamental to the functioning of the offices. The recurring nature of these duties necessitates their classification as regular posts, irrespective of how their initial engagements were labelled. It is also noteworthy that subsequent outsourcing of these same tasks to private agencies after the appellants' termination demonstrates the inherent need for these services. This act of outsourcing, which effectively replaced one set of workers with another, further underscores that the work in question was neither temporary nor occasional.

14. The abrupt termination of the appellants' services, following dismissal of their Original Application before the Tribunal, was arbitrary and devoid of any justification. The termination letters, issued without prior notice or explanation, violated fundamental principles of natural justice. It is a settled principle of law that even contractual employees are entitled to a hearing before any adverse action is taken against them, particularly when their service records are unblemished. In this case, the appellants were given no opportunity to be heard, nor were they provided any reasons for their dismissal, which followed nearly two decades of dedicated service.

15. Furthermore, the respondents' conduct in issuing tenders for outsourcing the same tasks during the pendency of judicial proceedings, despite a stay order from the Tribunal directing maintenance of status quo, reveals lack of bona fide intentions. Such actions not only contravened judicial directives but also underscored the respondents' unwillingness to acknowledge the appellants' rightful claims to regularization.

16. The appellants' consistent performance over their long tenures further solidifies their claim for regularization. At no point during their engagement did the respondents raise any issues regarding their competence or performance. On the contrary, their services were extended repeatedly over the years, and their remuneration, though minimal, was incrementally increased which was an implicit acknowledgment of their satisfactory performance. The respondents' belated plea of alleged unsatisfactory service appears to be an afterthought and lacks credibility.

17. As for the argument relating to educational qualifications, we find it untenable in the present context. The nature of duties the appellants performed—cleaning, sweeping, dusting, and gardening—does not inherently mandate formal educational prerequisites.

It would be unjust to rely on educational criteria that were never central to their engagement or the performance of their duties for decades. Moreover, the respondents themselves have, by their conduct, shown that such criteria were not strictly enforced in other cases of regularization. The appellants' long-standing satisfactory performance itself attests to their capability to discharge these functions, making rigid insistence on formal educational requirements an unreasonable hurdle.”

20. It is well established that the decision in *Uma Devi (supra)* does not intend to penalize employees who have rendered long years of service fulfilling ongoing and necessary functions of the State or its instrumentalities. The said judgment sought to prevent backdoor entries and illegal appointments that circumvent constitutional requirements. However, where appointments were not illegal but possibly “irregular,” and where employees had served continuously against the backdrop of sanctioned functions for a considerable period, the need for a fair and humane resolution becomes paramount. Prolonged, continuous, and unblemished service performing tasks inherently required

on a regular basis can, over the time, transform what was initially ad-hoc or temporary into a scenario demanding fair regularization. In a recent judgement of this Court in **Vinod Kumar and Ors. Etc. Vs. Union of India & Ors.**, it was held that procedural formalities cannot be used to deny regularization of service to an employee whose appointment was termed "temporary" but has performed the same duties as performed by the regular employee over a considerable period in the capacity of the regular employee. The relevant paras of this judgement have been reproduced below: “

6. The application of the judgment in *Uma Devi* (supra) by the High Court does not fit squarely with the facts at hand, given the specific circumstances under which the appellants were employed and have continued their service. The reliance on procedural formalities at the outset cannot be used to perpetually deny substantive rights that have accrued over a considerable period through continuous service. Their promotion was based on a specific notification for vacancies and a subsequent circular, followed by a selection process involving written tests and interviews, which distinguishes their case from the appointments through back door entry as discussed in the case of *Uma Devi* (supra).

7. The judgement in the case *Uma Devi* (supra) also distinguished between “irregular” and “illegal” appointments underscoring the importance of considering certain appointments even if were not made strictly in accordance with the prescribed Rules and Procedure, cannot be said to have been made illegally if they had followed the procedures of regular appointments such as conduct of written examinations or interviews as in the present case...”

21. The High Court placed undue emphasis on the initial label of the appellants' engagements and the outsourcing decision taken after their dismissal. Courts must look beyond the surface labels and consider the realities of employment: continuous, long-term service, indispensable duties, and absence of any mala fide or illegalities in their appointments. In that light, refusing regularization simply because their original terms did not explicitly state so, or because an outsourcing policy was belatedly introduced, would be contrary to principles of fairness and equity.

22. **The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.**

23. The International Labour Organization (ILO), of which India is a founding member, has consistently advocated for employment stability and the fair treatment of workers. The ILO's Multinational Enterprises Declaration encourages companies to provide stable employment and to observe obligations concerning employment stability and social International Labour Organization- Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy. It emphasizes that enterprises should assume a leading role in promoting employment security, particularly in contexts where job discontinuation could exacerbate long-term unemployment.

24. The landmark judgement of the United State in the case of **Vizcaino v. Microsoft Corporation** serves as a pertinent example from the private sector, illustrating the consequences of misclassifying employees to circumvent providing benefits. In this case, Microsoft classified certain workers as independent contractors, thereby denying them employee benefits. The U.S. Court of Appeals for the Ninth Circuit determined that these workers were, in fact, common-law employees and were entitled to the same benefits as regular employees. The Court noted that large Corporations have increasingly adopted the practice of hiring temporary employees or independent contractors as a means of avoiding payment of benefits, thereby increasing their profits. **This judgment underscores the principle that the nature of the work performed, rather than the label assigned to the worker, should determine employment status and the corresponding rights and benefits. It highlights the judiciary's role in rectifying such misclassifications and ensuring that workers receive fair treatment.**

25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long term obligations owed to employees. These practices manifest in several ways:

- **Misuse of "Temporary" Labels:** Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labeled as "temporary" or "contractual," even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks. Arbitrary Termination: Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.

- **Lack of Career Progression:** Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.
- **Using Outsourcing as a Shield:** Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.
- **Denial of Basic Rights and Benefits:** Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances.

26. While the judgment in *Uma Devi* (supra) sought to curtail the practice of backdoor entries and ensure appointments adhered to constitutional principles, it is regrettable that its principles are often misinterpreted or misapplied to deny legitimate claims of long-serving employees. This judgment aimed to distinguish between “illegal” and “irregular” appointments. It categorically held that employees in irregular appointments, who were engaged in duly sanctioned posts and had served continuously for more than ten years, should be considered for regularization as a one-time measure. However, the laudable intent of the judgment is being subverted when institutions rely on its dicta to indiscriminately reject the claims of employees, even in cases where their appointments are not illegal, but merely lack adherence to procedural formalities. Government departments often cite the judgment in *Uma Devi* (supra) to argue that no vested right to regularization exists for temporary employees, overlooking the judgment's explicit acknowledgment of cases where regularization is appropriate. This selective application distorts the judgment's spirit and purpose, effectively weaponizing it against employees who have rendered indispensable services over decades.

In light of these considerations, in our opinion, it is imperative for government departments to lead by example in providing fair and stable employment. Engaging workers on a temporary basis for extended periods, especially when their roles are integral to the organization's functioning, not only contravenes international labour standards but also exposes the organization to legal challenges and undermines employee morale. By ensuring fair employment practices, government institutions can reduce the burden of unnecessary litigation, promote job security, and uphold the principles of justice and fairness that they are meant to embody. This approach aligns with international standards and sets a positive precedent for the private sector to follow, thereby contributing to the overall betterment of labour practices in the country.

28. In view of the above discussion and findings, the appeals are allowed. The impugned orders passed by the High Court and the Tribunal are set aside and the original application is allowed to the following extent:

- The termination orders dated 27.10.2018 are quashed; ii. The appellants shall be taken back on duty forthwith and their services regularised forthwith. However, the appellants shall not be entitled to any pecuniary benefits/back wages for the period they have not worked for but would be entitled to continuity of services for the said period and the same would be counted for their post-retiral benefits. “

The facts of the case in hand are almost similar to the facts of case of **Jaggo** (supra). 14.

Following para of another judgment of **Hon'ble Calcutta High Court in the case of Indian Oil Corporation Vs Union of India in WPA27693/2024** are being reproduced as follows:-

“Thus in the guidelines of the Supreme Court, to consider a prayer for regularization of a casual worker the criterias are:- i. Length of service, ii. Whether working in the vacancy of a permanent post. iii. Whether the worker carried out the duties of a regular employee for a substantial period of his service. iv. Etc. 15. Reduction of work load (if any) while still on job on regular basis as a casual worker for a considerable period is not a consideration while deciding the right of a casual worker claiming regularization.”

In the light of the above discussion and findings, the reference is answered as follows-

AWARD

Holding the claim of the workmen Shri Rambaboo Dhakad S/o Shri Kamarlal Dhakad, Shri Bhagwan Lal, S/o Late Shri Narayan Parmar, Shri Narendra Prasad & Shri Bharat Singh S/o Shri Bheru Singh Chouhan to reinstate them in service against the management of Hindustan Petroleum Corporation Ltd., Regional Office, POL Depot, Indore legal, just & proper, they are held not be entitled to any pecuniary benefits/back wages for the period they have not worked for but would be entitled to continuity of services for the said period and the same would be counted for their post-retiral benefits. The references above mentioned stand answered accordingly. Copy of this Judgment and Award be placed on the file of all the cases.

No order as to cost.

DATE:-28/02/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 मई, 2025

का.आ. 776.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, के प्रबंधन के संबंध में नियोजकों और श्री अरुण यादोराव नंदनवार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.- 04/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 09.05.2025 को प्राप्त हुआ था।

[सं. एल-30012/32/2016-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 9th May, 2025

S.O. 776.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 04/2017**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Hindustan Petroleum Corporation Ltd. and Shri Arun Yadaorao Nandanwar** which was received along with soft copy of the award by the Central Government on 09.05.2025.

[No. L-30012/32/2016-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/04/2017**Present: P.K. Srivastava****H.J.S.(Retd.)****Shri Arun Yadaorao Nandanwar,****R/o 414, Shree Nagar,****The Empress Mills Co-op Society Ltd.,****Ring Road, Nagpur - 440015****Workman****Vs**

1. **The Director Marketing,**
M/s Hindustan Petroleum Corporation Ltd.,
Hindustan Bhawan, 8, Shoorji Vallabhdas Marg,
Ballard Pears, Mumbai – 400001
2. **The General Manager (Retail), West Zone,**
M/s Hindustan Petroleum Corporation Limited,
Richardson & Cruddas Buidling,
Sir JJ Road, Byculla, Mumbai - 400008

Management**(JUDGMENT)****(Passed on this 05th day of March -2025)**

As per letter dated 14/12/2016 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-30012/32/2016-IR(M) dt. 14/12/2016. The dispute under reference relates to:

1. “Whether the punishment of ‘Dismissal’ given w.e.f. 02.07.2012 to Shri Arjun Yadaorao Nandanwar, who was working as Sr. Admn. Assistant, at Hindustan Petroleum Corporation Limited (HPCL) POL, Depot, Bhitoni, Jabalpur Dist., is legal, proper and justified or not?”

2. Sh. Arun Yadaorao Nandanwar, whether entitled for reinstatement into services of HPCL w.e.f. 02.07.2012, with back wages and all attendant benefits or not? If not, to what relief he is entitled?”

Notices were issued to the parties after registering a case on the basis of reference. They appeared and filed their respective statements of claim and defense.

Facts connected in brief are mainly that the workman was served a charge-sheet dated 11.05.2009 on 15.05.2009, wherein following charges were leveled against him –

1. Circumventing the procedure by preparing cash receipts and manually feeding the bank deposit slips by using “bank deposit slip update option” resulting into non appearance of applicant of such instruments in any of the bank deposit slips and also not depositing with bank, as result whereof the respective dealers/customers got credit and lifted the product on the basis of the same, though not credit facility was being actually received by the corporation.
2. Fraudulently preparing cash receipts in the JDE system from the workman own transaction ID in the name of M/S. Prayagraj Gas & Domestic Appliances with fictitious cheque numbers, though no such cheque was issued by the dealer in favour of the management, thus enabling the dealer to unlawfully gain and causing loss to the corporation, which is misconduct under Rule 31(4), 31(5), 31(9), 31(20) and 31(38) of the standing orders.

A departmental enquiry was conducted by the management with respect to the charges which was against the Rules and Principles of Natural Justice. It was conducted in an arbitrary manner no proper opportunity of hearing was granted to the workman. The documents demanded by the workman vide his letter dated 15.10.2010, were not supplied to him resulting into prejudice to him and deprived him to properly defend his case. The prayer of the workman to examined witness on his behalf was not granted, the conduct of the enquiry officer was not fair. The enquiry officer submitted his enquiry report on 31.03.2011 wrongly holding the charges against the workman proved. The disciplinary authority passed the punishment order ignoring representation of the workman on the enquiry report. The appellate authority dismissed appeal without giving the workman an opportunity of hearing.

Also, it is the case of Workman that, the charges were wrongly held proved by the enquiry officer and wrongly accepted as proved by the Disciplinary Authority as well the punishment granted was also disproportionate to the charge.

Rebutting the allegations, management has taken a case that before enquiry was ordered, the workman was given opportunity to have his side on the charge-sheet, after serving on him, a copy of the charge-sheet. He did file his reply dated 11.05.2009 on the charge-sheet which was found not satisfactory and it was decided to conduct a departmental enquiry into the charges, accordingly enquiry officer and presenting officer were appointed by the disciplinary authority. The enquiry started from 15.09.2009 to 15.03.2011 in 9 dates. The workman was supplied the documents which he had asked and which the enquiry officer had ordered the management to produce. The enquiry officer submitted his enquiry report. The disciplinary authority, after getting representation of the workman, imposed the punishment order and the appellate authority dismissed the appeal as per law.

According to Management, the charges were rightly held proved and the punishment was also proportionate to the charge proved.

On the basis of pleadings following preliminary issue was framed –

Whether the departmental enquiry conducted is legal and proper?

In evidence on this preliminary issue, the workman filed his affidavit as his examination-in-chief, he was cross examined by management. Management filed affidavit of its witness as his examination-in-chief. He was also cross examined by workman side.

The management filed original enquiry papers and proved.

After hearing the argument of learned Counsel Shri R.N. Sen and for workman and learned Senior Counsel Shri Anoop Nair. Workman side has filed written argument and having gone

through the written argument as well the record in the light of rival arguments, this issue was decided against the workman holding the departmental enquiry conducted legal and proper. This order is part of this Judgment and Award.

Following other additional issues were framed vide order dated 13.03.2024:-

1. *Whether the charges are proved from the evidence in enquiry.*
2. *Whether the punishment is proportionate to the charges.*
3. *Whether the workman is entitled to any relief.*

Parties were directed to file their evidence on these additional issues only.

The workman side filed affidavit in evidence on additional issues. Management did not file any additional evidence. I have heard argument of Learned Counsel for Workman Mr. R.N. Sen and Learned Senior Counsel Mr. Anoop Nair, assisted by Mr. Neeraj Kewat for workman. Workman side has filed written arguments also. I have gone through the written arguments and the record.

Additional issue No. 1 –

Charges against the Workman have been detailed earlier. The settled preposition of law with respect to prove of charges in a Departmental Enquiry is that, the charges need not be proved beyond reasonable doubt as it is required to be proved in a criminal trial.

Rather, the charges in the departmental enquiry are required to be proved to the extent of reasonable probability only. Following decisions are been referred and the relevant paragraphs are been reproduced in this respect.

Scope of disciplinary proceedings and scope of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different. Ref. T.N.C.S. Corpn. Ltd. vs. K. Meerabai, (2006) 2 SCC 255.

Standard of proof in a departmental enquiry which is quasicriminal/quasi-judicial in nature: Disciplinary proceedings, however, being quasi-criminal in nature, there should be some evidence to prove the charge. Although the charges in a departmental proceedings are not required to be proved like a criminal trial i.e. beyond all reasonable doubts, we cannot lose sight of the fact that the enquiry officer performs a quasijudicial function, who upon analyzing the documents must arrive at a conclusion that there had been a preponderance of probability to prove the charges on the basis of materials on record. While doing so, he cannot take into consideration any irrelevant fact. He cannot refuse to consider the relevant facts. He cannot shift the burden of proof. He cannot reject the relevant testimony of the witnesses only on the basis of surmises and conjectures. Ref: (i) Nirmala J. Jhala Vs. State of Gujarat & Another, AIR 2013 SC 1513 (paras 10 , 11, 12 & 13). (ii) M.V. Bijlani Vs. Union of India, (2006) 5 SCC 88 (Para 25)

In the cases of (i) NOIDA Entrepreneurs Association Vs NOIDA & others, AIR 2007 SC 1161 (i4i) State Bank of India Vs. R.B. Sharma, (2004) 7 SCC 27 (iii) Kendriya Vidyalaya Sangathan Vs. T. Srinivas, (2004) 7 SCC 442 (iv) Depot Manager, APSRTC Vs. Mohd. Yousuf Miya, (1997) 2 SCC 699 (v) Captain M. Paul Anthony Vs. Bharat Gold Mines Limited (1999) 3 SCC 679 and (vi) State of Rajasthan Vs. B.K. Meena, (1996) 6 SCC 417 (vi) Pratap Singh Vs. State of Punjab, AIR 1964 SC 72 (vii) Jang Bahadur Singh Vs. Baij Nath, AIR 1969 SC 30, it has been laid down by the Hon'ble Supreme Court that "the purpose of departmental enquiry and of prosecution are two different and distinct aspects. Departmental Enquiry is to maintain discipline in the service and efficiency of public service. Crime is an act of commission in violation of law or of omission of public duty. The enquiry in a departmental proceeding relates to the conduct or breach of duty by the delinquent officer to punish him for his misconduct defined under the relevant statutory rules or law. It is the settled legal position that the strict standard of proof or applicability of the Evidence Act stands excluded in a departmental proceeding. Criminal Proceedings and the departmental proceeding under enquiry can go on simultaneously."

In the case of T.N.C.S. Corporation Ltd. Vs. K. Meerabai, (2006) 2 SCC 255, it has been held by the Hon'ble Supreme Court that the scopes of the disciplinary proceedings and of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different.

In the cases of Mohd. Saleem Siddiqui Vs. State of UP & others, (2011) 2 UPLBEC 1575 (Allahabad High Court) and Ajeet Kumar Naag Vs. General Manager Indian Oil Corporation Ltd. Haldia, JT 2005 (8) SC 425, the distinction between departmental enquiry and criminal proceedings has been drawn as under: "The two proceedings i.e. criminal and departmental are entirely different. They operate in different fields and have different objectives. The object of criminal proceedings is to inflict appropriate punishment on offender and the purpose of enquiry proceedings is to deal with the delinquent departmentally and to impose penalty in accordance service rules the rule relating to appreciation of evidence in the two proceedings is also not similar. In criminal law burden of proof is on the prosecution and unless the prosecution is able to prove the guilt of accused beyond reasonable doubts, he cannot be convicted by a court of law. In departmental enquiry, on the other hand, penalty can be imposed on the delinquent officer on a finding recorded on the basis of preponderance of probability. Procedure with respect to standard of proof in criminal case and departmental enquiry are different. In the case of departmental enquiry the technical rules

of evidence have no application and the doctrine of "proof beyond doubt" has also no application in the departmental enquiry. Criminal prosecution is launched for an offence for violation of a duty the offender owes to the society or for breach of which law has provided that the offender shall make satisfaction to the public. So crime is an act of commission in violation of law or of omission of public duty. The departmental enquiry is to maintain discipline in the service and efficiency of public service. There would be no bar to proceed simultaneously with departmental enquiry and trial of criminal case. "

Now looking into the finding of enquiry Officer and the Disciplinary Authority with respect to proof of charges the main points of argument from the side of Workman is that no rule on his part were proved during the enquiry, the soul duty to supervise the transactions was with the Deputy Manager Finance who was let go. Further, certain witness namely viz. Rakesh Vamnyan who had specific roles on the whole charges and some other witness as named by the Workman in its Written Argument were not cross-examined.

The Workman was at liberty to pray for examination of this witness as defense witness during the enquiry which he did not proved. **Secondly**, the findings of the enquiry officer are to be looked into on the basis of evidence collected during the enquiry and not on the basis of evidence which was not collected during the enquiry.

As it is evident from the evidence in Enquiry perused by me that Management witness have stated about the specific rules of the Workman during the Enquiry which is corroborated by documentary evidences. In find no occasion to disagree with the finding of the Enquiry Officer with respect to the involvement of the Workman in the Alleged transactions constituting misconduct. Hence, holding the finding of Enquiry Officer with respect to prove of charges correct in law and fact the charges referred are held proved against the Workman.

Additional issue No. 1 is decided accordingly.

Additional Issue No. 2 –

It has been submitted from the side of Workman that he has been awarded maximum punishment inspite of his otherwise unblemished service record.

Learned Senior Counsel for management has countered this submission with an argument that maximum punishment may be awarded for a single misconduct also depending on the nature of the misconduct. As submitted by him, the charges proved are with respect to loss of money to the employees. The conduct of the Workman is an act of moral turpitude, hence the Learned Counsel for Management has defended the Punishment with this argument.

Hon'ble Apex Court in *B.C. Chaturvedi v. Union of India, (1995) 6 SCC 749* while discussing about the scope of judicial review, in disciplinary matters, has observed as under:

"The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mold the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, imposed appropriate punishment with cogent reasons in support thereof."

In *DG, RPF vs. Sai Babu (2003) 4 SCC 331*, Hon'ble Apex Court has observed that:

"6..... Normally, the punishment imposed by a disciplinary authority should not be disturbed by the High Court or a tribunal except in appropriate cases that too only after reaching a conclusion that the punishment imposed is grossly or shockingly disproportionate, after examining all the relevant factors including the nature of charges proved against, the past conduct, penalty imposed earlier, the nature of duties assigned having due regard to their sensitiveness, exactness expected of an discipline required to be maintained, and the department/establishment which the delinquent person concerned works."

In *United Commercial Bank vs. P.C. Kakkar (2003) 4 SCC 364* Hon'ble Apex Court on review of a long line of cases and the principles of judicial review of administrative action under English law summarized the legal position in the following words:

"11. The common thread running through in all these decisions is that the court should not interfere with the administrators' decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in Wednesbury case the court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision to that of the administrator. The scope of judicial review is judicial review is limited to the deficiency in decision-making process and not the decision."

12. To put it differently, unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/tribunal, there is no scope for interference. Further, to

shorten litigation it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof."

In *Union of India vs. S.S. Ahluwalia* (2007) 7 SCC 257 Hon'ble Supreme Court reiterated the legal position as follows:

"8. The scope of judicial review in the matter of imposition of penalty as a result of disciplinary proceedings is very limited. The court can interfere with the punishment only if it finds the same to be shockingly disproportionate to the charges found to be proved."

In *State of Meghalaya v. Mecken Singh N. Marak* (2008) 7 SCC 580 Hon'ble Supreme Court stated that:

"The punishment imposed by the disciplinary authority or the appellate authority unless shocking to the conscience of the court, cannot be subjected to judicial review."

15. Hon'ble Apex Court in *Administrator, Union Territory of Dadra and Nagar Haveli vs. Gulbhia M. Lad* (2010) 2 SCC (L&S) 101 has observed that

"The legal position is fairly well settled that while exercising the power of judicial review, the High Court or a Tribunal cannot interfere with the discretion exercised by the disciplinary authority, and/or on appeal the appellate authority with regard to the imposition of punishment unless such discretion suffers from illegality or material procedural irregularity or that would shock the conscience of the court/tribunal. The exercise of discretion in imposition of punishment by the disciplinary authority or appellate authority is dependent on host of factors such as gravity of misconduct, past conduct, the nature of duties assigned to the delinquent, responsibility of the position that the delinquent holds, previous penalty, if any, and the discipline required to be maintained in the department or establishment he works. Ordinarily the court or the tribunal would not substitute its opinion on reappraisal of facts."

Needless to point out that the act of putting employer's money to jeopardy speaks ill of the honesty and integrity of the workman concerned. This is definitely an act prejudicial to the interest of the Bank, which leads to loss of faith in the workman. In *Air India Corporation Bombay vs. V.A. Ravellow* 1972 (25) FLR 319 (SC) it has been observed that:

"Once the employer has lost the confidence in the employee and the bona fide loss of confidence is affirmed, the order of punishment must be considered to be immune from challenge, for the reason that discharging the office of trust and confidence requires absolute integrity, and in a case of loss of confidence, reinstatement cannot be directed."

In *Knhaiyalal Agarwal and others vs. Factory Manager, Gwalior Sugar Co. Ltd.* AIR 2001 SC 3645 Hon'ble Apex court laid down the test for loss of confidence to find out as to whether there was bona fide loss of confidence in the employee, observing that:

"(i) the workman is holding the position of trust and confidence;

(ii) by abusing such position, he commits act which results in forfeiting the same; and

(iii) to continue him in service/establishment would be embarrassing the inconvenient to the employee, or would be detrimental to the discipline or security of the establishment. Loss of confidence cannot be subjective, based upon the mind of the management. Objective facts which would lead to a definite inference of apprehension in the mind of the management, regarding trust worthiness or reliability of the employee, must be alleged and proved."

In *State Bank of India and another v. Bela Bagchi and others* AIR 2005 SC 3272, repelled the contention that even if by the misconduct of the employee the employer does not suffer any financial loss, he can be removed from service in a case of loss of confidence.

17. The act of dishonesty or fraud or misappropriation lowers down the reputation of employer in public. The public lose their confidence in the company, which affects business and finally the national economy.

18. Hon'ble Apex Court in (2011) 1 Supreme Court Cases (L&S) 721 has observed that:

"7. It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record. If the inquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore, the courts will not interfere with findings of fact recorded in departmental inquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or findings, on the material on record. The courts will however interfere with the findings in disciplinary matters, if principles of

natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations.”

As it comes out from the nature of the transactions that there are repeated transactions involving acts of moral turpitude committed by the Workman which resulting into loss. The Misconduct reflects lack of integrity with the Workman and lack of devotion towards duty. Keeping in view the seriousness of the charges proved the punishment cannot be held to be disproportionate to the charges proved. Hence holding the punishment disproportionate to the charges proved, and additional issue No. 2 is answered accordingly.

Additional Issue No. 3 –

In the light of above discussions and finding, the additional issue No. 3 is answered against the Workman holding him entitled to no relief.

On the basis of above findings and discussion the reference is answered as **follows.**

AWARD

1. *The punishment of dismissal given w.e.f. 02.07.2012 to Shri Arun Yadaorao Nandanwar, who was working as Senior Administrative Assistant, at Hindustan Petroleum Corporation Limited (HPCL) POL, Depot, Bhitoni, Jabalpur District, is held legal, proper and justified .*
2. *Shri Arun Yadaorao Nandanwar, is held entitled to no relief.*
3. *No order as to cost.*

DATE:- 05/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 मई, 2025

का.आ. 777.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, के प्रबंधन के संबद्ध नियोजकों और श्री अनिल भानुदास नागराले, श्रीमती सुनीता अनिल नागराले (पत्नी), प्रियंका अनिल नागराले (बेटी) और प्रयाग अनिल नागराले (बेटा) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 03/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 09.05.2025 को प्राप्त हुआ था।

[सं. एल-30012/31/2016-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 9th May, 2025

S.O. 777.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 03/2017**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Hindustan Petroleum Corporation Ltd.** and **Shri Anil Bhanudas Nagrale, Smt. Sunita Anil Nagrale (wife), Priyanka Anil Nagrale (daughter) and Prayag Anil Nagrale (son)** which was received along with soft copy of the award by the Central Government on 09.05.2025.

[No. L-30012/31/2016-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/03/2017

Present: P.K. Srivastava

H.J.S.(Retd.)

Shri Anil Bhanudas Nagrale,

R/o Plot NO. 110 Pawan Bhoomi

Vardha Road Nagpur - 440025 Died during

proceedings and represented by Legal Representatives-

1/1 Smt. Sunita Anil Nagrale (wife)

1/2 Priyanka Anil Nagrale (daughter)

1/3 Prayag Anil Nagrale (son)

Workman

Vs

3. The Director Marketing,

M/s Hindustan Petroleum Corporation Ltd.,

Hindustan Bhawan, 8, Shoorji Vallabhdas Marg,

Ballard Pears, Mumbai – 400001

4. The General Manager (Retail), West Zone,

M/s Hindustan Petroleum Corporation Limited,

Richardson & Cruddas Building,

Sir JJ Road, Byculla, Mumbai - 400008

Management

(JUDGMENT)

(Passed on this 05th day of March -2025)

As per letter dated 14/12/2016 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-30012/31/2016-IR(M) dt. 14/12/2016. The dispute under reference relates to:

1. *"Whether the punishment of "Dismissal" given w.e.f. 2-7-2012, to Anil Bhanudas Nagrale, who was working as Chief Admn. Assistant' at Hindustan Petroleum Corporation Ltd. (HPCL) Regional Office, Jabalpur is legal, proper and justified or not?"*

2. *Sh. Anil Bhanudas Nagrale, whether entitled for reinstatement into services of HPCL w.e.f. 2-7-2012, with back wages and all attendant benefits or not? If not, to what relief he is entitled?"*

Notices were issued to the parties after registering a case on the basis of reference. They appeared and filed their respective statements of claim and defense.

Facts connected in brief are mainly that the workman was served a charge-sheet dated 11.05.2009, wherein following charges were leveled against him –

3. *Circumventing the procedure by preparing cash receipts and manually feeding the bank deposit slips by using "bank deposit slip update option" resulting into non appearance of applicant of such instruments in any of the bank deposit slips and also not depositing with bank, as result whereof the respective dealers/customers got credit and lifted the product on the basis of the same, though not credit facility was being actually received by the corporation.*
4. *Fraudulently preparing cash receipts in the JDE system from the workman own transaction ID in the name of M/S. Prayagraj Gas & Domestic Appliances with fictitious cheque numbers, though no such cheque was issued by the dealer in favour of the management, thus enabling the dealer to unlawfully gain and causing loss to the corporation, which is misconduct under Rule 31(4), 31(5), 31(9), 31(20) and 31(38) of the standing orders.*

A departmental enquiry was conducted by the management with respect to the charges which was, according to the workman, against the Rules and Principles of Natural Justice. It was conducted in an arbitrary manner no proper opportunity of hearing was granted to the workman. The documents demanded by the workman, were not supplied to him resulting into prejudice to him and deprived him to properly defend his case. The prayer of the workman to examine witness on his behalf was not granted, the conduct of the enquiry officer was not fair. The enquiry officer submitted his enquiry report, wrongly holding the charges against the workman proved. The disciplinary authority passed the punishment order ignoring representation of the workman on the enquiry report. The appellate authority dismissed appeal without giving the workman an opportunity of hearing.

Also, it is the case of Workman that, the charges were wrongly held proved by the enquiry officer and wrongly accepted as proved by the Disciplinary Authority as well the punishment granted was also disproportionate to the charge.

Rebutting the allegations, management has taken a case that before enquiry was ordered, the workman was given opportunity to have his side on the charge-sheet, after serving on him, a copy of the charge-sheet. He did

file his reply dated 11.05.2009 on the charge-sheet which was found not satisfactory and it was decided to conduct a departmental enquiry into the charges, accordingly enquiry officer and presenting officer were appointed by the disciplinary authority. The enquiry started from 15.09.2009 to 16.06.2010 in 4 dates. The workman was supplied the documents which he had asked and which the enquiry officer had ordered the management to produce. The enquiry officer submitted his enquiry report. The disciplinary authority, after getting representation of the workman, imposed the punishment order and the appellate authority dismissed the appeal as per law.

According to Management, the charges were rightly held proved and the punishment was also proportionate to the charge proved.

On the basis of pleadings following preliminary issue was framed –

Whether the departmental enquiry conducted is legal and proper?

In evidence on this preliminary issue, the workman filed his affidavit as his examination-in-chief, he was cross examined by management. Management filed affidavit of its witness as his examination-in-chief. He was also cross examined by workman side.

The management filed original enquiry papers and proved.

After hearing the argument of learned Counsel Shri Anil P. Gajabiye and for workman and learned Senior Counsel Shri Anoop Nayar, and having gone through the written argument as well the record in the light of rival arguments, this issue was decided against the workman holding the departmental enquiry conducted legal and proper. This order is part of this Judgment and Award.

Following other additional issues were framed vide order dated 13.03.2024:-

4. ***Whether the charges are proved from the evidence in enquiry.***
5. ***Whether the punishment is proportionate to the charges.***
6. ***Whether the workman is entitled to any relief.***

Parties were directed to file their evidence on these additional issues only.

The workman side filed affidavit in evidence on additional issues. Management did not file any additional evidence.

I have heard argument of Learned Counsel for Workman Mr. Anil B Gajabiye and Learned Senior Counsel Mr. Anoop Nair, assisted by Mr. Neeraj Kewat for workman. Workman side has filed written arguments also. I have gone through the written arguments and the record.

Additional issue No. 1 –

Charges against the Workman have been detailed earlier. The settled proposition of law with respect to prove of charges in a Departmental Enquiry is that, the charges need not be proved beyond reasonable doubt as it is required to be proved in a criminal trial.

Rather, the charges in the departmental enquiry are required to be proved to the extent of reasonable probability only. Following decisions are being referred and the relevant paragraphs are being reproduced in this respect.

The settled proposition of law is that the charges need not be proved beyond reasonable doubt in a departmental enquiry. Following judgments are being referred to in this respect.

Scope of disciplinary proceedings and scope of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different. Ref. T.N.C.S. Corpn. Ltd. vs. K. Meerabai, (2006) 2 SCC 255

Standard of proof in a departmental enquiry which is quasicriminal/quasi-judicial in nature: Disciplinary proceedings, however, being quasi-criminal in nature, there should be some evidence to prove the charge. Although the charges in a departmental proceedings are not required to be proved like a criminal trial i.e. beyond all reasonable doubts, we cannot lose sight of the fact that the enquiry officer performs a quasijudicial function, who upon analyzing the documents must arrive at a conclusion that there had been a preponderance of probability to prove the charges on the basis of materials on record. While doing so, he cannot take into consideration any irrelevant fact. He cannot refuse to consider the relevant facts. He cannot shift the burden of proof. He cannot reject the relevant testimony of the witnesses only on the basis of surmises and conjectures. Ref: (i) Nirmala J. Jhala Vs. State of Gujarat & Another, AIR 2013 SC 1513 (paras 10 , 11, 12 & 13). (ii) M.V. Bijlani Vs. Union of India, (2006) 5 SCC 88 (Para 25)

In the cases of (i) NOIDA Entrepreneurs Association Vs NOIDA & others, AIR 2007 SC 1161 (i4i) State Bank of India Vs. R.B. Sharma, (2004) 7 SCC 27 (iii) Kendriya Vidyalaya Sangathan Vs. T. Srinivas, (2004) 7 SCC 442 (iv) Depot Manager, APSRTC Vs. Mohd. Yousuf Miya, (1997) 2 SCC 699 (v) Captain M. Paul Anthony Vs. Bharat Gold Mines Limited (1999) 3 SCC 679 and (vi) State of Rajasthan Vs. B.K. Meena, (1996) 6 SCC 417 (vi) Pratap Singh Vs. State of Punjab, AIR 1964 SC 72 (vii) Jang Bahadur Singh Vs. Baij Nath, AIR 1969 SC 30, it has been laid down by the Hon'ble Supreme Court that "the purpose of departmental enquiry and of prosecution are two different and distinct aspects. Departmental Enquiry is to maintain discipline in the service and efficiency of public service. Crime is an act of commission in violation of law or of omission of public duty. The enquiry in a departmental proceeding relates to the conduct or breach of duty by the delinquent officer to punish him for his misconduct defined under the relevant statutory rules or law. It is the settled legal position that the strict standard of proof or applicability of the Evidence Act stands excluded in a departmental proceeding. Criminal Proceedings and the departmental proceeding under enquiry can go on simultaneously."

In the case of T.N.C.S. Corporation Ltd. Vs. K. Meerabai, (2006) 2 SCC 255, it has been held by the Hon'ble Supreme Court that the scopes of the disciplinary proceedings and of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different.

In the cases of Mohd. Saleem Siddiqui Vs. State of UP & others, (2011) 2 UPLBEC 1575 (Allahabad High Court) and Ajeet Kumar Naag Vs. General Manager Indian Oil Corporation Ltd. Haldia, JT 2005 (8) SC 425, the distinction between departmental enquiry and criminal proceedings has been drawn as under: "The two proceedings i.e. criminal and departmental are entirely different. They operate in different fields and have different objectives. The object of criminal proceedings is to inflict appropriate punishment on offender and the purpose of enquiry proceedings is to deal with the delinquent departmentally and to impose penalty in accordance service rules the rule relating to appreciation of evidence in the two proceedings is also not similar. In criminal law burden of proof is on the prosecution and unless the prosecution is able to prove the guilt of accused beyond reasonable doubts, he cannot be convicted by a court of law. In departmental enquiry, on the other hand, penalty can be imposed on the delinquent officer on a finding recorded on the basis of preponderance of probability. Procedure with respect to standard of proof in criminal case and departmental enquiry are different. In the case of departmental enquiry the technical rules of evidence have no application and the doctrine of "proof beyond doubt" has also no application in the departmental enquiry. Criminal prosecution is launched for an offence for violation of a duty the offender owes to the society or for breach of which law has provided that the offender shall make satisfaction to the public. So crime is an act of commission in violation of law or of omission of public duty. The departmental enquiry is to maintain discipline in the service and efficiency of public service. There would be no bar to proceed simultaneously with departmental enquiry and trial of criminal case. "

Now looking into the finding of enquiry Officer and the Disciplinary Authority with respect to prove of charges the main points of argument from the side of Workman is that no role on his part were proved during the enquiry. The soul duty to supervise the transactions was with the Deputy Manager Fianance who was let to go. Further, certain witness namely viz. Rakesh Vamnyan who had specific roles on the whole charges and some other witness has name by the Workman in its Written Argument were not cross-examined.

The Workman was at liberty to pray for examination of this witness as defense witness during the enquiry which he did not proved. Secondly, the findings of the enquiry officer are to be looked into on the basis of evidence collected during the enquiry and not on the basis of evidence which was not collected during the enquiry.

As it is evident from the evidence in Enquiry perused by me that Management witness have stated about the specific rules of the Workman during the Enquiry which is corroborated by documentary evidences. In find no occasion to disagree with the finding of the Enquiry Officer with respect to the involvement of the Workman in the Alleged transactions constituting misconduct. **Hence, holding the finding of Enquiry Officer with respect to prove of charges correct in law and fact the charges referred are held proved against the Workman.**

Additional issue No. 1 is decided accordingly.

Additional Issue No. 2 –

Hon'ble Apex Court in *B.C. Chaturvedi v. Union of India, (1995) 6 SCC 749* while discussing about the scope of judicial review, in disciplinary matters, has observed as under:

"The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mold the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, imposed appropriate punishment with cogent reasons in support thereof."

In *DG, RPF vs. Sai Babu (2003) 4 SCC 331*, Hon'ble Apex Court has observed that:

“6..... Normally, the punishment imposed by a disciplinary authority should not be disturbed by the High Court or a tribunal except in appropriate cases that too only after reaching a conclusion that the punishment imposed is grossly or shockingly disproportionate, after examining all the relevant factors including the nature of charges proved against, the past conduct, penalty imposed earlier, the nature of duties assigned having due regard to their sensitiveness, exactness expected of an discipline required to be maintained, and the department/establishment which the delinquent person concerned works.”

In *United Commercial Bank vs. P.C. Kakkar (2003) 4 SCC 364* Hon'ble Apex Court on review of a long line of cases and the principles of judicial review of administrative action under English law summarized the legal position in the following words:

“11. The common thread running through in all these decisions is that the court should not interfere with the administrators' decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in Wednesbury case the court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision to that of the administrator. The scope of judicial review is judicial review is limited to the deficiency in decision-making process and not the decision.

12. To put it differently, unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/tribunal, there is no scope for interference. Further, to shorten litigation it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof.”

In *Union of India vs. S.S. Ahluwalia (2007) 7 SCC 257* Hon'ble Supreme Court reiterated the legal position as follows:

“8. The scope of judicial review in the matter of imposition of penalty as a result of disciplinary proceedings is very limited. The court can interfere with the punishment only if it finds the same to be shockingly disproportionate to the charges found to be proved.”

In *State of Meghalaya v. Mecken Singh N. Marak (2008) 7 SCC 580* Hon'ble Supreme Court stated that:

“The punishment imposed by the disciplinary authority or the appellate authority unless shocking to the conscience of the court, cannot be subjected to judicial review.

15. Hon'ble Apex Court in *Administrator, Union Territory of Dadra and Nagar Haveli vs. Gulbhia M. Lad (2010) 2 SCC (L&S) 101* has observed that

“The legal position is fairly well settled that while exercising the power of judicial review, the High Court or a Tribunal cannot interfere with the discretion exercised by the disciplinary authority, and/or on appeal the appellate authority with regard to the imposition of punishment unless such discretion suffers from illegality or material procedural irregularity or that would shock the conscience of the court/tribunal. The exercise of discretion in imposition of punishment by the disciplinary authority or appellate authority is dependent on host of factors such as gravity of misconduct, past conduct, the nature of duties assigned to the delinquent, responsibility of the position that the delinquent holds, previous penalty, if any, and the discipline required to be maintained in the department or establishment he works. Ordinarily the court or the tribunal would not substitute its opinion on reappraisal of facts.

Needless to point out that the act of putting employer's money to jeopardy speaks ill of the honesty and integrity of the workman concerned. This is definitely an act prejudicial to the interest of the Bank, which leads to loss of faith in the workman. In *Air India Corporation Bombay vs. V.A. Ravellow 1972 (25) FLR 319 (SC)* it has been observed that:

“Once the employer has lost the confidence in the employee and the bona fide loss of confidence is affirmed, the order of punishment must be considered to be immune from challenge, for the reason that discharging the office of trust and confidence requires absolute integrity, and in a case of loss of confidence, reinstatement cannot be directed.”

In *Knhaiyalal Agarwal and others vs. Factory Manager, Gwalior Sugar Co. Ltd. AIR 2001 SC 3645* Hon'ble Apex court laid down the test for loss of confidence to find out as to whether there was bona fide loss of confidence in the employee, observing that:

“(i) the workman is holding the position of trust and confidence;

(ii) by abusing such position, he commits act which results in forfeiting the same; and

(iii) to continue him in service/establishment would be embarrassing the inconvenient to the employee, or would be detrimental to the discipline or security of the establishment. Loss of confidence cannot be subjective, based upon the mind of the management. Objective facts which would lead to a definite inference of apprehension in the mind of the management, regarding trust worthiness or reliability of the employee, must be alleged and proved."

In *State Bank of India and another v. Bela Bagchi and others AIR 2005 SC 3272*, repelled the contention that even if by the misconduct of the employee the employer does not suffer any financial loss, he can be removed from service in a case of loss of confidence.

17. The act of dishonesty or fraud or misappropriation lowers down the reputation of employer in public. The public lose their confidence in the company, which affects business and finally the national economy.
18. Hon'ble Apex Court in (2011) 1 Supreme Court Cases (L&S) 721 has observed that:

"7. It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record. If the inquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore, the courts will not interfere with findings of fact recorded in departmental inquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or findings, on the material on record. The courts will however interfere with the findings in disciplinary matters, if principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations."

It has been submitted from the side of Workman that he has been awarded maximum punishment in spite of his otherwise unblemished service record.

Learned Senior Counsel for management has countered this submission with an argument that maximum punishment may be awarded for a single misconduct also depending on the nature of the misconduct. As submitted by him, the charges proved are with respect to loss of money to the employees. The conduct of the Workman is an act of moral turpitude.

As it comes out from the nature of the transactions that there are repeated transactions involving acts of moral turpitude committed by the Workman which resulting into loss. The Misconduct reflects lack of integrity with the Workman and lack of devotion towards duty. Keeping in view the seriousness of the charges proved the punishment cannot be held to be disproportionate to the charges proved. Hence holding the punishment disproportionate to the charges proved, an additional issue No. 2 is answered accordingly.

Additional Issue No. 3 –

In the light of above discussions and finding, the additional issue No. 3 is answered against the Workman holding him entitled to no relief.

On the basis of above findings and discussion the reference is answered as follows.

AWARD

1. *The punishment of dismissal given w.e.f. 02.07.2012 to Shri Anil Bhanudas Nagrale, who was working as chief administrative assistant, with Hindustan Petroleum Corporation Limited (HPCL) Regional Office, Jabalpur, is held legal, proper and justified .*
2. *Shri Anil Bhanudas Nagrale , is held entitled to no relief.*
3. *No order as to cost.*

DATE:- 05/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 मई, 2025

का.आ. 778.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल वेयरहाउस कॉर्पोरेशन के प्रबंधन के संबद्ध नियोजकों और श्री मनमोहन शर्मा के बीच अनुबंध में निर्दिष्ट

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 07/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 09.05.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-52]

दिलीप कुमार, अवर सचिव

New Delhi, the 9th May, 2025

S.O. 778.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 07/2013**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Central Warehouse Corporation** and **Shri Manmohan Sharma** which was received along with soft copy of the award by the Central Government on 09.05.2025.

[No. Z-16025/04/2025-IR(M)-52]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/RC/07/ 2013

Present: P.K.Srivastava

H.J.S.(Retd.)

Manmohan Sharma,
S/o Shri Ramnarayan Sharma,
R/o Jaat Hostel Road,
Near Rathore Ki Chakki,
Ward No. 10, Gandhi Colony,
Syopur, Distt. Syopur - 476337

Workman

Vs

Central Warehouse Corporation,
Warehouse No. – 2,
Near Krishi Mandi,
Khatoli Road, Syopur,
Distt. Syopur - 476337

Management

(JUDGMENT)

(Passed on this 10th day of March - 2025)

The workman has filed this petition under Section 2A (2&3) of the Industrial Disputes (amendment) Act, 2010, with the case that he was appointed as a Security Guard by the Management of Central Warehousing Corporation on 17.11.2007 and has been continuously working as such till 31.05.2012, when his services were terminated by the Management of Central Warehousing Corporation without notices or compensation which is in violation of Section 25(f) of Industrial Disputes Act, 1947 (in short the 'Act'). Hence, unjust, illegal, and arbitrary. He further stated that there were four other Security Guards who were appointed by Management later on, who were junior to him with respect to date of appointment and are still working with Management. According to him, by working continuously for more than 240 days, in every year, he has acquired status of permanent employee, and is entitled to be classified as a permanent employee of Management which has been refused by Management accordingly. He raised a dispute with Assistant Labour Commissioner Central within 3 years from date of his termination which could not be conciliated hence he has filed this petition seeking his reinstatement with back wages and benefits and also claimed to be classified as a permanent employee of the Management.

Case of the Management is mainly that, the petitioner Workman has not been appointed by them, they have awarded Contract of Security to a Security Agency who has appointed the petitioner as Security Guard and have terminated his services. According to the Management of Central Warehousing Corporation, there is no relationship of employer and employee between them and the petitioner. Management has requested that the petition to be dismissed.

In evidence, the Petitioner has filed his affidavit as his examination-in-chief. He has been cross-examined by Management. He has filed photocopy documents which are Photocopy Gate Registers of 2007, 2008, 2009 and 2010 obtained by him in R.T.I., has also filed R.T.I. document with respect to dates of his working, within this period these documents have marked Exhibit W-1 and W-2.

Management has filed affidavit of its witness as his examination-in-chief. He has been cross-examined by Workman side. No document has been proved by Management, though they have filed bunch of Photocopy Documents.

I have heard argument of Learned Counsel for the petitioner workman Shri V.K. Napit and Learned Senior Counsel Shri Anoop Nair assisted by Counsel Tajmeel Nasir for Management. The parties have filed written arguments which are beyond of the record. I have gone through the record as well.

On perusal of record in the light of rival arguments, following issues arise for determination –

1. *Whether the petitioner has successfully proved his engagement by the management of Central Warehousing Corporation for period of 240 days as defined under Section 25B of the Act?*
2. *Whether, the services of the petitioner has been illegally terminated by Management in violation of Section 25F and 25G of the Act?*
3. *Whether the petitioner is entitled to any relief?*

Issue No. 1 –

Section 25-B of the Act is being reproduced as follows :-

25B. Definition of continuous service.—

For the purposes of this Chapter,—

- (1) *a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;*
- (2) *where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer— preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—*
 - (i) *one hundred and ninety days in the case of a workman employed below ground in a mine; and*
 - (ii) *two hundred and forty days, in any other case;*
- (b) *for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—*
 - (i) *ninety-five days, in the case of a workman employed below ground in a mine; and*
 - (ii) *one hundred and twenty days, in any other case.*

Explanation.—*For the purposes of clause (2), the number of days on which a workman has actually worked under an employer shall include the days on which—*

- (i) *he has been laid-off under an agreement or as permitted by standing orders made under the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946), or under this Act or under any other law applicable to the industrial establishment;*
- (ii) *he has been on leave with full wages, earned in the previous years;*
- (iii) *he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment; and*
- (iv) *in the case of a female, she has been on maternity leave; so, however, that the total period of such maternity leave does not exceed twelve weeks.*

Pleadings of the parties have been detailed earlier on this issue. The Management does not deny the employment of the petitioner. It only denies they are not their employees. According to Management, they had engaged a Security Agency for security of their warehouses which had supplied them Security Guards. Petitioner was a Security Guard employed by the Security Agency.

In his affidavit as his examination-in-chief the petitioner has stated that he was appointed by Management of Central Warehousing Corporation and worked continuously with them from 17.11.2007 to 31.05.2012. In his cross-examination, he specifically denies and states that he was not employed by the Management of Central Warehousing Corporation.

Management has filed contract papers related to disengagement for the period 2009 to 2011 and, 2013 which are inform of tender notice, tender submitted by contractor, Work agreement, Registration Certificate of the Contractor and the related documents in support of their case that the petitioner was an employee of contractor. Though the management witness has stated that the contractors were engaged for the period prior to 2009 but in absence of any document in this respect, this statement of the Management witness cannot be relied upon. This witness further admits that he was posted at Shivpur Kala were the petitioner claimed himself to be posted within the period 2008 to 2011 and also admits that the petitioner was working at that time as a security guard in the office. This witness also admits that, the workers of the contractor used sign in different registers exclusively for them, and the regular employees used to sign in different attendance registers exclusively meant for them. The Attendance Register for the period filed by the petitioner between 01.06.2009 to 30.11.2009 contains the name of petitioner along with other employees. The gate register between the periods 17.11.2007 to 15.09.2010 obtained by the Workman in R.T.I. and filed by him, shows that the petitioner was working in 2007 also and rather he has been working since 2007 till date of his termination.

In the light of these facts and evidences, it is held proved that the petitioner has successfully proved his continuous employment with management from 2007.

Issue No. 1 is answered accordingly.

Issue No. 2 :

Before entering into any discussion, Section 25(F) and 25(G) of the Act, are being reproduced as follows:

- 25F.** *Conditions precedent to retrenchment of workmen.—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—*
- (a) *the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
 - (b) *the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service] or any part thereof in excess of six months; and*
 - (c) *notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.*
- 25G.** *Procedure for retrenchment.—Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.*

It is undisputed that no notice or compensation has been given to the Workman on his termination, hence the termination of his services is held in violation of Section 25(G) and 25(F).

Issue No. 2 is answered accordingly.

Issue No. 3:

Learned Counsel for Workman has vehemently submitted that interest of justice will be served by reinstating the Workman with back-wages and benefits. Learned Senior Counsel for Management has submitted that at present there is no sanction post of Security Guard. The job has being taken by out sourcing; hence, reinstatement will not be justified.

Learned Counsel for Workman has preferred to judgment of Hon'ble High Court of M.P. in the case of **Goverdhan V.s. Chief Muncipal Corporation M.P. No. 6329/2022 passed on 17.10.2024** in which the Workman was found to have worked with the Management for 8 years he was reinstated with 50% back-wages.

In another judgment of Hon'ble Supreme Court Civil Appeal No. 6890/2022 arising out of SLP (Civil) No. 8393/2022 Jeetubha Khansangji Jadeja V.s. Kutchh District Panchayat. In this case the Workman was held to have worked continuously for 10 years has reinstated was upheld. In another case **Jagrit Mazdoor Union V.s. Mahanagar Telephone Nigam (1989) SCR SUPL. (2) 329**. In this case the Casual labors were working with the Department. Hon'ble the Supreme Court directed the department to formulate a scheme for their absorption.

In the case in hand, the Workman has been found to have engaged for period of 5 years. Hence, facts of this case can be distinguished from the cases preferred.

After considering the facts and circumstances of the cases in hand I am of the considered view that a consolidated amount of compensation Rs. 3,00,000/- in lieu of all the claims of the Workman will meet the ends of the justice in case in hand to which the Workman is held entitled within 90 days from the date of publication of the Award failing which interest @6% per annum from the date of Award till payment.

Issue No. 3 is answered accordingly.

In the light of above findings, the petition is disposed as follows.

AWARD

Holding the action of Management of Central Warehousing Corporation, in terminating the services of Manmohan Sharma, against law, the Workman is held entitled to a lump sum compensation of Rs. 3,00,000/- in lieu of all his claims to be paid to him by Management within 90 days from the date of Award, failing which interest @ 6% per annum from the date of Award till payment.

DATE:-10/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 मई, 2025

का.आ. 779.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भिलाई स्टील प्लांट के प्रबंधन के संबद्ध नियोजकों और श्री युगल किशोर प्रसाद सिंह के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 14/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 09.05.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-53]

दिलीप कुमार, अवर सचिव

New Delhi, the 9th May, 2025

S.O. 779.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 14/2018) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bhilai Steel Plant** and **Shri Yugal Kishore Prasad Singh** which was received along with soft copy of the award by the Central Government on 09.05.2025.

[No. Z-16025/04/2025-IR(M)-53]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/RC/14/2018

Present: P.K. Srivastava

H.J.S.(Retd.)

Yugal Kishore Prasad Singh

S/o. Late Shri R.L. Singh

Badge No. 154612, Token No. 77107

Senior Yard Master, S-6,
PPC Department, Bhilai Steel Plant
Qtr. No. 19-B, 22nd Road, Sector-II
Bhilai, Durg (C.G.)

Workman

Versus

1. **General Manager**
PPC, Bhilai Steel Plant,
Bhilai, C.G.
2. **CEO**
Bhilai Steel Plant
Ispat Bhawan, Bhilai,
Distt. – Durg C.G.

Management

(JUDGMENT)

(Passed on this 25th day of March-2025)

The workman has filed this petition U/S. 2-A (2 & 3) of the Industrial Disputes Act, hereinafter, referred to by the word 'Act' seeking the relief of his reinstatement with all back wages and benefits setting aside order of Disciplinary Authority dated 23.05.2017 awarding him punishment of his removal from services of management.

Case of the workman is mainly that, he was issued a charge-sheet with allegation of misconduct by way of unauthorizedly absenting himself from workplace without any prior intimation to management or getting leave sanctioned for the period 01.10.2015 to 31.05.2016 and a departmental inquiry was conducted by management which was a mere formality. The inquiry was conducted illegally without following principles of natural justice and without giving the workman opportunity to cross examine management witnesses, examined during the inquiry. It is also alleged that the Inquiry Officer acted with partiality while conducting inquiry and acted like a prosecutor, he did not grant adequate opportunity to the workman to defend himself during the inquiry, the workman was not given opportunity to lead evidence in his defence by way of examining himself or his witnesses. Further it was alleged that the charges were wrongly held proved and the punishment was also disproportionate to the charges proved.

The case of management, on this issue is that, there is no procedural illegality or material irregularity in conducting the inquiry, the workman was issued a charge-sheet of misconduct. Before that, a show cause notice was issued against the workman with respect to the allegations and the workman had submitted his reply suppressing the material facts. It was after that the charge-sheet levelling charges of misconduct was issued against the workman. The workman was given full opportunity to defend himself during the inquiry. The workman pleaded not guilty. The charges were rightly held proved and the punishment was also not disproportionate to the charges.

Following **Preliminary Issue** was framed on 22.08.2022 the basis of pleadings :-

Whether the enquiry conducted against the Workman is just proper and legal ?

In evidence, on preliminary issue, the workman examined himself as a witness. He was cross-examined by management side.

Management had examined its witness, he was cross examined. Management has filed and proved enquiry documents.

The Preliminary Issue was decided after hearing vide order dated 28.11.2024. The Departmental Inquiry was held legal and proper. This order is part of this Award.

Following additional issues were framed thereafter :-

1. ***Whether finding of the Inquiry Officer and concurrence by Disciplinary Authority with the findings of the Inquiry Officer is correct in law ?***
2. ***Whether punishment awarded is proportionate to the misconduct proved ?***

Parties were given opportunity to lead evidence on additional issues. No additional evidence was adduced by any of the parties.

I have heard argument of learned Counsel for workman Shri Laxmikant Patel and learned Counsel Shri R.C. Shrivastava for management. I have gone through the record as well.

Additional Issue No.-1:-

The settled proposition of law with respect to proof of charge in a departmental proceedings is that the charge should be proved to the extent of probability only and not beyond reasonable doubt. Following judgments may be referred to in this respect.

Scope of disciplinary proceedings and scope of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different. Ref. T.N.C.S. Corpn. Ltd. vs. K. Meerabai, (2006) 2 SCC 255

*Standard of proof in a departmental enquiry which is quasicriminal/quasi-judicial in nature: Disciplinary proceedings, however, being quasi-criminal in nature, **there should be some evidence to prove the charge.** Although the charges in a departmental proceedings are not required to be proved like a criminal trial i.e. beyond all reasonable doubts, we cannot lose sight of the fact that the enquiry officer performs a quasijudicial function, who upon analyzing the documents must arrive at a conclusion that there had been a preponderance of probability to prove the charges on the basis of materials on record. While doing so, he cannot take into consideration any irrelevant fact. He cannot refuse to consider the relevant facts. He cannot shift the burden of proof. He cannot reject the relevant testimony of the witnesses only on the basis of surmises and conjectures. Ref: (i) **Nirmala J. Jhala Vs. State of Gujarat & Another, AIR 2013 SC 1513 (paras 10, 11, 12 & 13).** (ii) **M.V. Bijlani Vs. Union of India, (2006) 5 SCC 88 (Para 25)***

*In the cases of (i) **NOIDA Entrepreneurs Association Vs NOIDA & others, AIR 2007 SC 1161 (i4i) State Bank of India Vs. R.B. Sharma, (2004) 7 SCC 27 (iii) Kendriya Vidyalaya Sangathan Vs. T. Srinivas, (2004) 7 SCC 442 (iv) Depot Manager, APSRTC Vs. Mohd. Yousuf Miya, (1997) 2 SCC 699 (v) Captain M. Paul Anthony Vs. Bharat Gold Mines Limited (1999) 3 SCC 679 and (vi) State of Rajasthan Vs. B.K. Meena, (1996) 6 SCC 417 (vi) Pratap Singh Vs. State of Punjab, AIR 1964 SC 72 (vii) Jang Bahadur Singh Vs. Baij Nath, AIR 1969 SC 30,** it has been laid down by the Hon'ble Supreme Court that "the purpose of departmental enquiry and of prosecution are two different and distinct aspects. Departmental Enquiry is to maintain discipline in the service and efficiency of public service. Crime is an act of commission in violation of law or of omission of public duty. The enquiry in a departmental proceeding relates to the conduct or breach of duty by the delinquent officer to punish him for his misconduct defined under the relevant statutory rules or law. It is the settled legal position that the strict standard of proof or applicability of the Evidence Act stands excluded in a departmental proceeding. Criminal Proceedings and the departmental proceeding under enquiry can go on simultaneously."*

*In the case of **T.N.C.S. Corporation Ltd. Vs. K. Meerabai, (2006) 2 SCC 255,** it has been held by the Hon'ble Supreme Court that the scopes of the disciplinary proceedings and of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different.*

*In the cases of **Mohd. Saleem Siddiqui Vs. State of UP & others, (2011) 2 UPLBEC 1575 (Allahabad High Court) and Ajeet Kumar Naag Vs. General Manager Indian Oil Corporation Ltd. Haldia, JT 2005 (8) SC 425,** the distinction between departmental enquiry and criminal proceedings has been drawn as under: "The two proceedings i.e. criminal and departmental are entirely different. They operate in different fields and have different objectives. The object of criminal proceedings is to inflict appropriate punishment on offender and the purpose of enquiry proceedings is to deal with the delinquent departmentally and to impose penalty in accordance service rules the rule relating to appreciation of evidence in the two proceedings is also not similar. In criminal law burden of proof is on the prosecution and unless the prosecution is able to prove the guilt of accused beyond reasonable doubts, he cannot be convicted by a court of law. In departmental enquiry, on the other hand, penalty can be imposed on the delinquent officer on a finding recorded on the basis of preponderance of probability. Procedure with respect to standard of proof in criminal case and departmental enquiry are different. In the case of departmental enquiry the technical rules of evidence have no application and the doctrine of "proof beyond doubt" has also no application in the departmental enquiry. Criminal prosecution is launched for an offence for violation of a duty the offender owes to the society or for breach of which law has provided that the offender shall make satisfaction to the public. So crime is an act of commission in violation of law or of omission of public duty. The departmental enquiry is to maintain discipline in the service and efficiency of public service. There would be no bar to proceed simultaneously with departmental enquiry and trial of criminal case. "*

According to the inquiry report, management witness no.-1 & 2 stated during the inquiry that the workman was absent from his workplace from 01.10.2015 to 31.05.2016 for a period of 235 days. The defense taken by the workman was that due to bad mental condition he could not attend his duties. There is nothing during inquiry proceedings to indicate that the workman informed the management about his absence or got any leave sanctioned. Also there is nothing on record of inquiry proceedings to indicate that the workman filed any medical certificate regarding his treatment. In these circumstances, the findings of the Inquiry Officer that the charge of misconduct on the workman by unauthorizedly absenting himself from his workplace without intimation to management or without getting any leave sanctioned, is correct in law.

Additional Issue No.-1 is answered accordingly.

Additional Issue No.-2 :-

The settled principle of law is that, normally Tribunals will not be justified interfering in punishments until and unless it is so disproportionate that it shocks the conscience of the Tribunal. Following decisions are being referred to in this respect :-

The settled proposition of law is that the punishment can be interfered by this Tribunal only when it is so disproportionate to the charge that it shocks the conscience of this Tribunal. Following judgments are being referred to in this respect.

Hon'ble Apex Court in *B.C. Chaturvedi v. Union of India*, (1995) 6 SCC 749 while discussing about the scope of judicial review, in disciplinary matters, has observed as under:

“The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mold the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, imposed appropriate punishment with cogent reasons in support thereof.”

In *DG, RPF vs. Sai Babu* (2003) 4 SCC 331, Hon'ble Apex Court has observed that:

“6..... Normally, the punishment imposed by a disciplinary authority should not be disturbed by the High Court or a tribunal except in appropriate cases that too only after reaching a conclusion that the punishment imposed is grossly or shockingly disproportionate, after examining all the relevant factors including the nature of charges proved against, the past conduct, penalty imposed earlier, the nature of duties assigned having due regard to their sensitiveness, exactness expected of an discipline required to be maintained, and the department/establishment which the delinquent person concerned works.”

In *United Commercial Bank vs. P.C. Kakkar* (2003) 4 SCC 364 Hon'ble Apex Court on review of a long line of cases and the principles of judicial review of administrative action under English law summarized the legal position in the following words:

“11. The common thread running through in all these decisions is that the court should not interfere with the administrators' decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in Wednesbury case the court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision to that of the administrator. The scope of judicial review is judicial review is limited to the deficiency in decision-making process and not the decision.

12. To put it differently, unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/tribunal, there is no scope for interference. Further, to shorten litigation it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof.”

In *Union of India vs. S.S. Ahluwalia* (2007) 7 SCC 257 Hon'ble Supreme Court reiterated the legal position as follows:

“8. The scope of judicial review in the matter of imposition of penalty as a result of disciplinary proceedings is very limited. The court can interfere with the punishment only if it finds the same to be shockingly disproportionate to the charges found to be proved.”

In *State of Meghalaya v. Mecken Singh N. Marak* (2008) 7 SCC 580 Hon'ble Supreme Court stated that:

“The punishment imposed by the disciplinary authority or the appellate authority unless shocking to the conscience of the court, cannot be subjected to judicial review.

Hon'ble Apex Court in *Administrator, Union Territory of Dadra and Nagar Haveli vs. Gulbhia M. Lad* (2010) 2 SCC (L&S) 101 has observed that

“The legal position is fairly well settled that while exercising the power of judicial review, the High Court or a Tribunal cannot interfere with the discretion exercised by the disciplinary authority, and/or on appeal the appellate authority with regard to the imposition of punishment unless such discretion suffers from illegality or material procedural irregularity or that would shock the conscience of the court/tribunal. The exercise of discretion in imposition of punishment by the disciplinary authority or appellate authority is dependent on host of factors such as gravity of misconduct, past conduct, the nature of duties assigned to the delinquent, responsibility of the position that the delinquent holds, previous

penalty, if any, and the discipline required to be maintained in the department or establishment he works. Ordinarily the court or the tribunal would not substitute its opinion on reappraisal of facts.

This extract is taken from *State Bank of Bikaner & Jaipur v. Nemi Chand Nalwaya*, (2011) 4 SCC 584 : (2011) 1 SCC (L&S) 721 : 2011 SCC OnLine SC 416 at page 587

7. It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record. If the enquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore, courts will not interfere with findings of fact recorded in departmental enquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or finding, on the material on record. The courts will however interfere with the findings in disciplinary matters, if principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations. (Vide B.C. Chaturvedi v. Union of India [(1995) 6 SCC 749 : 1996 SCC (L&S) 80 : (1996) 32 ATC 44] , Union of India v. G. Ganayutham [(1997) 7 SCC 463 : 1997 SCC (L&S) 1806] , Bank of India v. Degala Suryanarayana [(1999) 5 SCC 762 : 1999 SCC (L&S) 1036] and High Court of Judicature at Bombay v. Shashikant S. Patil [(2000) 1 SCC 416 : 2000 SCC (L&S) 144] .)

In *Air India Corporation Bombay vs. V.A. Ravellow* 1972 (25) FLR 319 (SC) it has been observed that:

“Once the employer has lost the confidence in the employee and the bona fide loss of confidence is affirmed, the order of punishment must be considered to be immune from challenge, for the reason that discharging the office of trust and confidence requires absolute integrity, and in a case of loss of confidence, reinstatement cannot be directed.”

In *Knhaiyalal Agarwal and others vs. Factory Manager, Gwalior Sugar Co. Ltd.* AIR 2001 SC 3645 Hon'ble Apex Court laid down the test for loss of confidence to find out as to whether there was bona fide loss of confidence in the employee, observing that:

“Loss of confidence cannot be subjective, based upon the mind of the management. Objective facts which would lead to a definite inference of apprehension in the mind of the management, regarding trust worthiness or reliability of the employee, must be alleged and proved.”

In the case in hand, the misconduct invites maximum punishment of dismissal from service according to the Service Rules applicable in the establishment. This is also apparent that the workman has absented himself unauthorisedly and without intimation to the establishment before this incident and has been punished three times for this, details mentioned in the written statement and evidence. He has further been punished for misconduct by way of dishonesty and negligence. Management cannot be held to be unjustified in awarding punishment to such a habitual offender. Hence, the punishment does not warrant interference by this Tribunal.

Additional Issue No.-2 is answered accordingly.

On the basis of above discussion, the petition is held *sans-merit* and is liable to be dismissed.

ORDER

Petition is dismissed.

DATE:- 25/03/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 मई, 2025

का.आ. 780.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स यूनाइटेड इंडिया इंश्योरेंस कंपनी लिमिटेड के प्रबंधन के संबंध में नियोजकों और अनुसूचित जाति कर्मचारी कल्याण मंच के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स नं.- 31/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 09.05.2025 को प्राप्त हुआ था।

[सं. एल -17011/8/2016-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 9th May, 2025

S.O. 780.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 31/2017**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s United India Insurance Co. Ltd.** and **Anusuchit Jaati Karmchari Kalyan Manch** which was received along with soft copy of the award by the Central Government on 09.05.2025.

[No. L-17011/8/2016-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/31/2017

Present: P.K.Srivastava

H.J.S. (Retd.)

The General Secretary,
Anusuchit Jaati Karmchari Kalyan Manch,
F-1, Tripti Vihar, Opp. Engg. College,
Ujjain (M.P.) – 456010.

Workman

Vs

The Regional Manager,
M/s United India Insurance Co. Ltd.,
Paryawas Bhawan, Block II, 2nd Floor,
Arera Hills, Bhopal (M.P.) - 462011

Management

(JUDGMENT)

(Passed on this 04th day of April- 2025)

As per letter dated 29/03/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification **No. L-17011/8/2016 IR(M)** dt. 29/03/2017. The dispute under reference relates to:

1. "Whether the action of the management of Regional Manager, United India Insurance Co. Ltd, Ujjain in dismissing the services of Shri Rajkamal Lodhwal, substaff Branch Office, Ujjain vide Order dated 27.02.09 is legal & justified? If not, to what relief the workman concerned is entitled to?"

2. "Whether the action of the Management of Regional Manager, United India Insurance Co. Ltd, Ujjain in not considering the request of the workman to reinstate him w.e.f. 17.07.14 (after release on 16.07.14), without giving any opportunity is legal & justified? If not, to what relief the workman concerned is entitled to?"

After registering case on the basis of reference notices were sent to the parties, who appeared and filed their respective statements of defense and claims.

Undisputed is the fact that, the workman Rajkamal Lodhwal was working with the Workman as its employee. He was arrested by Police in case registered against him under **Section 302** r/w Section 34 IPC and was convicted for life imprisonment after trial. This conviction and sentence was appealed against before Hon'ble High Court and it was converted to conviction under **Section 304 (Part-I) of IPC** and sentence was also modified to 10 years. Management dismissed the Workman on the ground of his conviction, which is under challenge in this reference.

According to the Workman, he was not given any opportunity to defend himself by the Department; hence, termination of his services is unjust, illegal and arbitrary.

Case of the Management is that, services of the Workman is governed by the **General Insurance (Conduct Discipline and Appeal) Rules, 1975** by which provided punishment of dismissal from services in case of conviction for a charge which is of moral turpitude. The Workman was convicted under **Section 302 IPC**. This

conviction was modified to **Section 304 (Part-I) IPC** and sentence was also modified from life imprisonment to 10 years. Hence, Management was justified in dismissing the services of the Workman.

None appeared for the Workman at the time of argument. I have heard argument of Mr. Shailendra Pandey for Management and have gone through the record.

It is to be mention here that, the Management has filed an affidavit of its witness as his examination-in-chief which is uncross-examined. Workman did not file any affidavit. There is on record copies of judgment of Session Court and Hon'ble High Court as mentioned above.

Rule 4 (16) of the General Insurance (Conduct, Discipline and Appeal) **Rules, 1975** (Rules) defines misconduct along with other misconducts as follows.

4(16) commission of any act which amounts to Criminal Act involving moral turpitude.

Rule 23 of the Rules provides penalties major and minor. One of the major penalties is dismissal from service.

Rule 30 of the Rules provides for Special procedure in certain cases, this Rule is being reproduced as follows :-

30. Special procedure in certain cases notwithstanding anything conducted in Rules 25, 26 or 27, the Competent Authority may impose any of the penalty specified in Rule 23 in any of the following circumstances.

1. "The employee has been convicted for a criminal charge or on the strength or facts or conclusion arrived at by Judicial Trial

*.....
....."*

It is now clear according to the Rules mentioned above that, Management has authority under Rules to dismiss employee by way of major penalty if he has been convicted after Judicial Trial for a charge involving moral turpitude.

In the case in hand, the fact is undisputed that, the Workman has been finally convicted for 10 years, for the charge under **Section 304 (Part I) IPC** though he was initially convicted for charge under **Section 302 (IPC)** for Life Imprisonment by the Court of Sessions Judge.

In the case, *Sushil Kumar Singhal Vs. Regional Manager Punjab National Bank (2010) Vol.8 SCC 573*, it has been held that a act of moral turpitude is an Act which is contrary to honesty, modesty or good morals.

- 1. Means anything contrary to honesty, modesty or good morals. It means vileness and depravity. Conviction of a person in a crime involving moral turpitude impeaches his credibility as he has been found to have indulged in a shameful, wicked and base activity, Sushil Kumar Singhal v. Punjab National Bank, (2010) 8 SCC 573: (2010) 2 SCC (L&S) 674.*
- 2. In Pawan Kumar v. State of Haryana, (1996) 4 SCC 17: 1996 SCC (Cri) 583 (SCC at p. 21) the expression "moral turpitude" and it was observed as follows: " 'Moral turpitude' is an expression which is used in legal as also societal parlance to describe conduct which is inherently base, vile, depraved or having any connection showing depravity." This expression has been more elaborately explained in Baleshwar Singh v. DM and Collector, AIR 1959 All 71 where it was observed as follows: "The expression 'moral turpitude' is not defined anywhere. But it means anything done contrary to justice, honesty, modesty or good morals. It implies depravity and wickedness of character or disposition of the person charged with the particular conduct. Every false statement made by a person may not be moral turpitude, but it would be so if it discloses vileness or depravity in the doing of any private and social duty which a person owes to his fellowmen or to the society in general. If therefore the individual charged with a certain conduct owes a duty, either to another individual or to the society in general, to act in a specific manner or not to so act and he still acts contrary to it and does so knowingly, his conduct must be held to be due to vileness and depravity. It will be contrary to accepted customary rule and duty between man and man.", Allahabad Bank v. Deepak Kumar Bhola, (1997) 4 SCC 1: 1997 SCC (L&S) 897.*

The charge under **Section 302 IPC** altered by Appellant Court to a charge under **Section 304 Part-I IPC** involves killing of person and at every parameter it is an Act of moral turpitude. In the light of **Rule 30**, the Management has authority to straightway dismiss such an employee who has been convicted of such an offense.

In the light of above discussion and findings, reference deserves to be answered against the Workman holding the action of Management of Regional Manager United India Insurance Company Ltd., in dismissing the services of Rajkamal Lodhwal, vide its order dated 27.02.2009, legal and justified. The Workman is held entitled to no relief.

No order as to cost.

DATE:- 04/04/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 मई, 2025

का.आ. 781.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स लाइफ इन्सुरेंस कॉर्पोरेशन ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री प्रहलाद कोरी के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर, पंचाट (रिफरेन्स न.- 126/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 09.05.2025 को प्राप्त हुआ था।

[सं. एल – 17012/15/2017-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 9th May, 2025

S.O. 781.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 126/2017**) of the **Central Government Industrial Tribunal cum Labour Court, Jabalpur** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Life Insurance Corporation of India** and **Sri Prahlad Kori** which was received along with soft copy of the award by the Central Government on 09.05.2025.

[No. L-17012/15/2017-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/126/2017

Present: P.K. Srivastava

H.J.S.(Retd.)

Sri Prahlad Kori,
S/o Sri Dondri Prasad Kori,
Opp. Maruti Company Office,
Post – Garha,
Jabalpur (MP) - 482003.

Workman

Vs

The Sr. Divisional Manager,
M/s Life Insurance Corporation of India,
Divisional Office, Jeevan Prakash,
P.B. No. 17, Nagpur Road, Madanmahal,
Jabalpur (MP) – 482001.

Management

(JUDGMENT)

(Passed on this 08th day of April- 2025)

As per letter dated 29/08/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification No. L-17012/15/2017 (IR(M)) dt. 29/08/2017. The dispute under reference relates to:

“क्या वरिष्ठ मण्डल प्रबंधक, भारतीय जीवन बीमा निगम, जबलपुर मंत्रालय के प्रबंधन द्वारा श्री प्रहलाद कोरी आत्मज श्री डोंदरी प्रसाद कोरी की सेवाएं आदेश दिनांक 10.12.2002 से समाप्त किये जाने की कार्यवाही न्यायोचित है? यदि नहीं तो संबंधित कर्मचारी किस अनुतोष का हकदार है?”

Notices were issued to the parties. They appeared and filed their respective statements of defense and claim.

According to the Workman, he was suspended on 10.12.2002 while he was working as a Watchman in the LIC Office at Jabalpur, for a charge with respect to theft of 95 Silver Coins on 24.04.2000 along with another Watchman Mumtaz Khan. A first information report was registered with respect to the said incident and a Criminal Trial proceeded against Workman as well the Co-workman Mumtaz Khan, on the basis of charge sheet submitted by the Police after investigation against them, labeling the charge of theft of Silver Coins on date, place and time as mentioned above. Both were acquitted after Trial by Court of Magistrate. A Departmental Enquiry was conducted against the Workman in which he was found guilty for the said charge and his services were terminated by Management. A similar enquiry was conducted by the Management against the co-workman Mumtaz Khan also for the said charge he was also found guilty after enquiry and was terminated by Management. An appeal filed by the Workman was also dismissed.

It is further the case of the Workman that, the co-workman Mumtaz Khan raised a dispute against his dismissal which was referred to this Tribunal and was decided as Case No. R/42/2003. Termination of Mumtaz Khan was held against law and he was ordered to be reinstated by this Tribunal. The Workman claims parity with Mumtaz Khan on the ground that same charges with respect to same incident were leveled by Management in the Criminal Trial as well in the Departmental Enquiry against both the Workman i.e. the Applicant Workman and Co-workman Mumtaz Khan and both were acquitted by the Criminal Court after Trial. The Co-workman was ordered to be reinstated by this Tribunal. **Hence, according to the Applicant Workman**, he is also entitled to parity in this respect, which has been denied by Management which is unjust, illegal and arbitrary.

Case of the Management is that, through the Workman was acquitted from the charge after Criminal Trial, but, sufficient evidence was found against him during the Departmental Enquiry and the Charges were held proved by the Enquiry Officer on the basis of evidence in enquiry. The charges attract major punishment because they relate to integrity which is very core value of an employment. Hence, both were rightly terminated by Management by way of punishment. As regards the Award of this Tribunal with respect to Mumtaz Khan, the management has preferred **Writ Petition before Hon'ble High Court of M.P. at Jabalpur W.P. No. 4663/2017** which is pending disposal hence this Award is not final between the parties.

In evidence, Workman has filed his affidavit as his examination-in-chief and has been cross-examined by Management.

Workman has filed and proved documents Exhibit **W-11**, to be proved to as and when require.

Management has filed affidavit of its witness as his examination-in-chief he has been cross-examined by Workman.

I have heard argument of Learned Counsel for Workman Mr. Rahul Dubey and Mr Amitabh Bharti. for Management. I have gone through the record as well. None of the parties have preferred any written arguments.

The reference itself is the issue for determination in the case in hand.

From the perusal of pleadings above mentioned and evidence in support, it comes out that, the Workman Mumtaz Khan with respect to who the Applicant Workman is claiming parity, had raised the dispute, with respect to his termination which was referred to this Tribunal, which was decided by this Tribunal vide judgment and order dated 06.12.2016, it was held that, since the Departmental Enquiry conducted was not legal and proper, and Management could not successfully prove the charges before the Tribunal, hence, order of punishment of removal from services was held illegal and Workman Mumtaz Khan, was held entitled to be reinstated with back wages, consequential benefits. In the case in hand, the Applicant Workman has not challenged legality of the Departmental Enquiry, nor has disputed the finding of the Enquiry Officer in the enquiry. He has challenged the punishment order only on the ground of parity with Mumtaz Khan the co-worker. Hence, in absence of allegation and proof with respect to enquiry, he can not be held entitled to parity with his co-worker Mumtaz Khan. As established from above discussion, in the case of Mumtaz Khan, the enquiry was found against law and the charges were held not proved, such is not the case with present Workman.

Learned Counsel for Workman has relied on **judgment of Hon'ble Court of M.P. Kailash Chandra Sirvi Vs. State of M.P. & Others. Reported in 2016 (4) M.P.L.J. 370** had the facts of referred case are quite different from the case in hand.

On the basis of discussion and I am of the considered view that the claim of the parity sought by Workman Prahlad Kori with respect to Punishment on the basis of Award passed by this Tribunal in the case R/42/2003 is not justified in law and he is held not entitled to parity as claimed by him.

Accordingly, the reference is answered as follows :-

AWARD

Holding the action of Senior Divisional Manager, Life Insurance Corporation, Jabalpur in terminating services of Prahlad Kori vide his order dated 10.12.2002 legal and proper. The Award is held to no benefit.

No order as to cost.

DATE:- 08/04/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 मई, 2025

का.आ. 782.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स ऑयल एंड नेचुरल गैस कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और ऑयल फील्ड एम्प्लाइज एसोसिएशन; महाराष्ट्र संघटित असंघटित कामगार सभा; महाराष्ट्र एम्प्लाइज यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई, पंचाट (रिफरेन्स न.- 40/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 09.05.2025 को प्राप्त हुआ था।

[सं. एल -30011/47/2017-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 9th May, 2025

S.O. 782.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 40/2017**) of the **Central Government Industrial Tribunal cum Labour Court-2, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Oil & Natural Gas Corporation Limited** and **Oil Field Employees Association; Maharashtra Sanghit Aganit Kamgar Sabha; Maharashtra Employees Union** which was received along with soft copy of the award by the Central Government on 09.05.2025.

[No. L-30011/47/2017-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI
PRESENT**

SHRIKANT K. DESHPANDE

Presiding Officer

REFERENCE NO.CGIT-2/ 40 of 2017

**EMPLOYERS IN RELATION TO THE MANAGEMENT OF
M/S. OIL & NATURAL GAS CORPORATION LTD.**

The Group General Manager - HRO,
M/s. ONCG-WOU,NBP Green Heights,
Bandra [E],
Mumbai – 400 051.

**AND
THEIR WORKMEN.**

The President,
Oil Field Employees Association,
B-506, Sai Vihar, Sector - 15,
CBD Belapur,
Navi Mumbai – 400 614.

Maharashtra Sanghatit Asanghatit Kamgar
Sabha [MSAKS], C/o. Suryakant Bagal,
204, Shivkrupa TCH Society,
9, Jakeria Bunder Road,
Cottongreen, Mumbai – 400 033.

Maharashtra Employees Union,
Mishra Niwas, Kokanipada,
Kurar Village, Malad [E],
Mumbai – 400 097.

APPEARANCES:

FOR THE EMPLOYER : Representative Mr. G.D. Talreja

FOR THE WORKMEN : 1. Mr. S. Mishra,
Representative, Union No.1

2. Mr. S. Bagal,
Representative, Union No.2

3. Mr. F. Mishra,
Advocate, Union No.3

Mumbai, dated the 16th April, 2025.

AWARD (Delivered on - 16.04.2025)

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-30011/47/2017 – IR (M) dated 18.09.2017. The terms of reference given in the schedule are as follows:

“Whether the following demands of The President, Oil Field Employees Association are legal and justified?”

1. *To have uniform policies for all the workers irrespective of the contracts in the establishment of ONGC.*
2. *To get the MOU renewed with pay Revisions w.e.f. 1.1.2008.*
3. *To advise M/s. ONGC Management to release an advance of Rs.50,000/- per worker and to adjust it with the arrears after implementation of the Pay Revisions. If not, to what relief the workmen are entitled to?”*

2. The Oil field Employees Association (OFEA) Second Party No.1 submitted that, there is non compliance of the status quo order granted by High court and reaffirmed by CGIT-1, Mumbai. It is also mandatory for compliances of MOU reached u/s. 12 (3) of the Industrial Dispute Act 1947 (ID Act). There had been 3 MOU for the period 1st December 1991 to 31st March 1994, 1st April 1994 to 31st December 1997 and 1st January 1998 to 31st December 2007. The next MOU was due for the period from 1st January 2008 to 31st December 2017 and the same was pending. The ONGC (first party) hatched a plan to infuse impugned fair wage policy as camouflage of the well established and settled MOU. All such activities are executed by the powerful rackets and motivated ONGC Officials with ulterior motives.

The OFEA further submitted that, the workers are already availing the status of MOU With respect to all other aspects of MOU except pay revision. The first party ONGC has accepted the continuations of the MOU at various stages especially during the conciliation proceedings. The impugned fair wage policy as a better substitute of the MOU and not rolled out even after the expiry of its tenure on 31.03.2017. The OFEA also submitted that, at various stage of conciliation the first party ONGC tried to declare the impugned fair wage policy (FWP) as substitute to the MOU. The first party already agreed to arrears in terms of the FWP which is Rs.8,000/- per month minimum, however the demand of workers is more. It is ad hoc interim advances @ Rs 5 Lac each worker and hike of Rs.12,000/- per month hike are well legitimate & justified, as such prays for direction to the first party ONGC to ad hoc relief to the workers and ad hoc interim advance and monthly salary hike of Rs.12,000/- per month with immediate effect against the dues arrears out of final settlement of the MOU and also to complete all formalities for

long pending revisions of MOU w.e.f 01.01.2008 to all the workers engaged in the establishment of first party ONGC establishment.

3. The Maharashtra Sanghatit Asanghatit Kamgar Sabha (MSAKS) second party no. 2 added that, in MOU dated 15.01.1992, the management has agreed to categories of workers and other allowances are being paid to workers in Bombay Port Trust. It was also agreed that, the workers working in the areas which are not part of Port of Bombay and Port of Nhava will be Paid consolidated wages. MSAKS further added that, basis of minimum wages being announced by the Central Government for the workers working in the field of construction, road maintenance etc., wages as per MOU for the period 01.01.2008 to 31.12.2011 and from 01.01.2012 to 31.12.2017, the wages were calculated on the basis of wage settlement dated 10.01.2010 and 25.10.2013, which are provided wage revision for the Port & Dock workers from 01.01.2008 to 31.12.2011 & 01.01.2012 to 31.12.2017 as the same is base of revision of MOU applicable to ONGC contract workers, thus prayed for direction to the management to enter into MOU with unions as per practice alongwith direction to pay arrears arising out of implementation of MOU with 15% Interest.

4. The Maharashtra Employees Union (MEU), second party no. 3 stated that, they are representing the workmen working with the first party ONGC and they are adopting the statement of claim of second party no. 2.

5. The first party ONGC resisted the statement of claims of all the second party by separate reply (Ex-21, Ex-42 & Ex-43). The ONGC contended that, the present Reference is not maintainable as the subject matter of the present Reference is already covered by the Tripartite settlement dated 19.09.2016 signed in conciliation by the unions representing the workers deployed by various contractors for fulfillment of contractual obligations under the contract awarded to them by ONGC WOU, the respective contractors and ONGC management extend the benefits of the said settlement to the second party workers provided they are willing to accept the same. Similarly in absence of disclosure of membership and existence of membership of second party unions, they have no locus to raise dispute much less Industrial Dispute, The issue regarding maintainability of Reference goes to the roots of the Jurisdiction of Tribunal, therefore be decided as preliminary issue.

6. The ONGC first party further contended that, Tripartite settlement dated 19.09.2016 was arrived at between the parties in conciliation and thereby agreed to adopt uniform fair wage policy (FWP) which is implemented at all ONGC centers. While signing the said settlement it was also agreed to implement the same w.e.f 01.04.2012 to 31.03.2017 and payment or lump-sum amount for 01.01.2008 to 31.03.2012 and OFEA wanted that, agreement should be signed by the ONGC with their union instead of contractor and there will be no condition of withdrawal of pending cases. Even otherwise cause of action as stated by second party has taken place in the year 2008 and after lapse of 10 years, therefore the Reference is not maintainable. The first party ONGC also contended that, on expiry of MOU 2000 which was valid upto 31.12.2017 signed between ONGC-WOU its various contractors and unions representing the workers employed by said contractors, there was constant demand from union for fresh MOU effective from 01.01.2008, thereby having uniform wages to all the contractor employees working at ONGC WOU through various contractors, as such Tripartite settlement dated 19.09.2016 was arrived at between the parties in conciliation thereby agreeing to adopt the uniform fair wage policy, which is implemented at all other work centers of ONGC, in which it was agreed to implement the same w.e.f. 01.04.2012 to 31.03.2017 and also for bunching of 12 wage patterns to 4 wage patterns based on skills sets, revision of wage for the period 01.01.2008 to 31.03.2012 and payment of lump-sum amount for the said period.

7. As per Clause 4 of MOU 2000, the same applicable to ONGC shall expire on 31.12.2007, hence unions were at liberty to enter into agreements with respective employer of the contract workmen subsequently ONGC introduced fair wage policy for contract labour deployed in WOU Mumbai. Wages under FWP shall be applicable to minimum wages + 35% of minimum wages + Rs.50/- per working day. The wage details of certain category of MOU workers and MSA workers which are far higher shall be submitted in due course as and when required. Contract workers drawing MOU wages shall get lump-sum for the period from 01.01.2008 31.03.2012, which amounts to equal 20% of actual gross wages drawn during the above period and arrears from 01.04.2012 onwards. Those drawing MOU wages shall continue to get consolidated allowance at the increased rate and fixed HRA. Job securities are also promised through contractors.

That FWP is a package of various social security and welfare measure such as statutory EPF contribution, Statutory ESI contribution subject to wage ceiling contract labour not covered under ESI group, mediclaim insurance for annual cover of Rs.5 Lac subject to maximum annual premium cap of Rs.12000/- per annum per contract labourer is to be obtained by the contractor of which premium shall be reimbursed by ONGC to meet statutory liability toward accident under EMP.Com Act, Group term insurance for individual cover benefits of Rs.5 Lac from, Group accidental insurance for individual covers of Rs.5 Lac, coverage of workmen under Group Gratuity Policy or LIC of India from the date of commencement of contractor, insurance policies shall be implemented prospectively, where the contractor deploys less than 10 contract labour in ONGC liability towards statutory gratuity will be discharged by the contractor directly to the to the concerned workmen the end of the contract annual bonus as per the payment of Bonus Act, 1965 and annual leave with wages for not less than 18 days for workers drawing minimum wages.

8. It is also contended that pursuant to Clause, it is specifically agreed that, the MOS dated 19.09.2016 is valid from 01.04.2016 to 31.03.2017 in terms of section-19 of ID Act or till minimum wages etc. notified by the Government whichever is earlier. It is further agreed that, the benefits of FWP shall continue to grow thereafter until replaced by subsequent settlements, **thus the first party ONGG requested for rejection of Reference.**

9. The first party ONGC also resisted the statement of claims of second party no. 2 & 3 by separate reply. The ONGC added that, on expiry of MOU 2000 valid upto 31.12.2007, signed between the ONGC WOU, contractors and union representing the workers employed by contractors, there was a constant demand from the unions to have fresh MOU effective from 1st January 2008 thereby having uniform wage to all contract employee working at ONGC WOU through various contractors accordingly Tripartite settlement dated 19.09.2016 was arrived between parties in conciliation agreeing to adopt the uniform wage policy which is implemented at all centers of ONGC and it was agreed to implement the same w.e.f. 01.4.2012 to 31.03.2017 and payment of lump-sum amount for the said period, as such the present dispute is not maintainable & entertainable in law as well on facts, therefore deserves to be rejected with costs.

10. My learned predecessor framed the issues at Ex-51 and gave his findings with reasons to them are as below—

ISSUES

FINDINGS

1. Whether the reference is

maintainable?

Yes.

2. Whether the reference falls

under the provisions of

Section 2 (K) of the Industrial

Disputes Act, 1947?

Yes.

3. Whether the Second Party

prove the existence,

genuineness essentialities etc.

Yes.

for renewal and revision

of MOU w.e.f. 01.01.2008

alongwith justification of

payments & Ad hoc advances

to all the workers?

4. Whether the second party prove

that, the demands to have

uniform policies for all the

workers irrespective of the

contracts in the establishment

of ONGC and to get the

Yes.

MOU renewed with pay

revisions w.e.f. 01.01.2008

are legal & justified?

5. Whether the second party

prove the demand to advise

M/s. ONGC management to

release the advance of

Rs.50,000/- per worker

As per final order.

and to adjust it with arrears

after implementation of pay

revision is legal & justified?

6. Whether the first party prove

that, there is no legal binding

on them to renew MOU

No.

with pay revisions with effect

from 01.01.2008?

7. Whether the second party

unions are entitled for relief

Yes.

prayed in the statement of claim?

8. What Award?

As per final order.

REASONS

11. Issue No. 1 to 6 - It is worthwhile to mention here that, initially my learned predecessor was pleased to pass an Award on 17.09.2019 in the present Reference. That Award was challenged by first party ONGC, before the High Court in Writ Petition Number 13015 of 2019 and after hearing the parties, the hon'ble lordship of our Bombay High Court was pleased to set aside the Award passed by learned predecessor by Judgment dated 30.01.2019 and remanded the matter for fresh decision on (i) Individual wage scales and (ii) consolidated wages payable, respectively, to the contract workmen of ONGC working at (i) 12 Victoria Dock and Nhava Supply Base and (ii) the other workmen covered by the Reference. It is made clear that, such determination must be in the light of what has been observed above, in Particular that the wage revision/s of these workmen has/have to be on the lines of wage revision/s applicable to workmen of MbPT, Which are placed before the court (i.e. MbPT settlements) applicable for the period from 2007 to 2011 and from 2012 to 2016.

Undisputedly the first party ONGC challenged the order passed in Writ Petition by High Court before the Supreme Court of India in Civil Appeal Number 1033 of 2022, however the same was also dismissed on 04.02.2022 and the hon'ble Lordships of the Supreme Court were pleased to sustain the impugned order passed by High Court.

12. I may mention here that, in view of the above observation and direction given to this Tribunal, I think that there is no necessity to decide the above issue number 1 to 6 as my learned predecessor answered those issues appropriately and also accepted by hon'ble lordship of our Bombay High Court as discussed above as such these issues are answered as answered earlier.

13. Issue No. 7 - After remand of matter, the first party made various applications such as direction to the parties to lead evidence in support of their respective proposal (Ex-163) for leading evidence on behalf of the first party (Ex-177), however those applications are rejected on the ground that, the matter needs to be decided on the basis of material on record as directed by the High Court.

14. It will not be out of place to mention here that hon'ble lordship while deciding the Writ Petition observed that, I quote-

“coming now to the reliefs formulated by it, it is but apparent that, the Tribunal does not appear to have applied its mind to individual revisions that may have to be made. As we have noted above, there is no infirmity in the conclusion of the Tribunal that wage revisions had to be on the lines of MbPT settlements, the court had to work out individual wage revisions for different categories of workmen, whose cause was exposed by the second party unions in the present case. The tribunal, firstly had to work out individual revised wage scales and allowances for workmen at 12 Victoria Dock and Nhava Supply Base; it, then had to formulate reasonable consolidated wages for workmen other than those working in 12 Victoria Dock and Nhava Supply Base. This, the Tribunal appears to have clearly failed to do. It left it to the parties to work out the individual revisions. That, I am afraid is not possible. It is one thing to say that, the basis of Wage revisions is available in the document and quite another to apply that basis to the individual facts or the case. For example, it is one thing to say that workmen other than those working in 12 VD and Nhava Supply Base were to be paid wages, that is, consolidated wages, worked out on the basis of minimum basic wages of the concerned categories of MbPT workers plus adjustments towards allowances, and quite another to actually provide for and stipulate such consolidate wages so calculated and adjusted. This was obviously for the Tribunal to do and not for the parties to workout. The Tribunal appears to have clearly missed this point. To that extent, the matter must go back to CGIT for determination of actual wage scales/allowances of workmen working in 12 VD and Nhava Supply Base (based on MbPT scales/allowances) as well as other workmen covered by the Reference (for consolidated wages based on MbPT scales and allowances).”

I may mention here that, this Tribunal has been directed to workout individual revised wage scale and allowances for workmen at 12 VD and Nhava Supply Base. It has been pointed out by the first party ONGC and also not disputed by the second party that, 12 VD is not in existence, workmen are not working at 12 VD and most of the workmen of Nhava Supply Base accepted the settlement of 1996, therefore those workmen are not available for this settlement. It has also come on record that, the first party ONGC had accepted the pay scales of MbPT as well as other allowance applicable to the workmen working at 12 VD and Nhava Supply Base of ONGC as such also it is necessary to consider the consolidated wages.

15. It has come on record that, there are only two categories of workmen namely unskilled and semi skilled and MbPT wage settlement for the period from 01.01.2007 to 31.12.2011 is applicable to the concerned workmen for the period from 01.01.2008 to 31.12.2012 as well as MbPT wage settlement for the period from 01.01.2012 to 31.12.2016 is applicable to the workmen in the Reference for the period from 01.01.2013 to 31.12.2017.

16. It reveals that, from 2008 there were three wage settlements dated 19.01.2010 for 01.01.2007 to 31.12.2011, dated 25.10.2013 for 01.01.2012 to 31.12.2016. In all India Consumer Price Index (AICPI) for industrial workers and fitment is to be decided on the basic pay as on 1st January, annual increment is 3% of revised basic pay with cumulative effect and rate of House Rent Allowance (HRA).

17. It further reveals that, the workmen involved in the Reference getting basic wages Rs.4405/- to unskilled and Rs. 4595/- to semi skilled from 01.01.2007. This basic wage is at the 10th stage in pre-revised scale of MbPT wage settlement, therefore revised pay scale of the workmen concerned as per MbPT wage settlement is of Rs.10700/- for unskilled workmen and Rs.10930/- for semi unskilled worker as on 01.01.2008.

18. It also reveals that, during 1992 – 1997, the workmen involved in the reference were getting consolidated wages and workmen were brought on regular pay scale as per MbPT wage settlement. On careful perusal of the copy of wage settlement dated 19.01.2010, the wages of the workmen was as below:

As on	Unskilled workmen	Semi-skilled workmen
01.01.2008	Rs.10,700/-	Rs.10,930/-
01.01.2009	Rs.11,030/-	Rs.11,290/-
01.01.2010	Rs.11,350/-	Rs.11,630/-
01.01.2011	Rs.11,690/-	Rs.11,980/-
01.01.2012	Rs.12,050/-	Rs.12,340/-

19. It has been pointed out on behalf of the second party union that as per wage settlement dated 25.10.2013 the wages of the workmen concerned was below:

As on	Unskilled workmen	Semi-skilled workmen
01.01.2013	Rs.21,570/-	Rs.22,080/-
01.01.2014	Rs.22,220/-	Rs.22,750/-
01.01.2015	Rs.22,890/-	Rs.23,440/-
01.01.2016	Rs.23,580/-	Rs.24,150/-
01.01.2017	Rs.24,280/-	Rs.24,880/-

20. In addition to this House Rent Allowance 20% of basic and variable Dearness Allowance as accepted in MOU dated 29.12.2000. Similarly consolidated Allowance and other allowance as 18% of Basic Pay and Annual increment shall be 3% payable from 1st January of every year.

21. It has come on record and may not be disputed that, **as per MbPT wage settlement dated 19.01.2010 for the period from 01.01.2008 to 2012**, All India Consumer Index Number for industrial workers base on 2001 = 100 (AICPI) Series will be used for grant of compensation to the employee for price rise, Dearness Allowance would be released 4 times in a year from 1st January, 1st April, 1st July & 1st October for increase in AICPI above quarterly Index average of 126 to which the pay scales are related. The percentage increase in the quarterly average of the AICPI for the period ending February, May, August & November over the Index 126 would be taken up two decimal points. The percentage of neutralization to employees indifferent pay range would be 100% if and when Government announced its decision in respect of revision of Industrial Dearness Allowance Scheme. It will be made applicable to the Port & Dock workers also from the date specified in the Government order.

22. It reveals that, the quarterly average of AICPI for the month of September, October and November 2016 worked out to 198 from 01.01.2018 is being merged in the Basic Pay, D.A. installment would be NIL on 01.01.2018. The payment of Dearness Allowance involving fractions of 50 paise and above will be rounded off to the next higher rupee and fractions of less than 50 paise will be ignored. The pay for the purpose of calculation of D.A. will be the Basic Pay drawn in the prescribed scale of pay including stagnation increment but will not include any other type of pay such like special pay, personal pay etc., and D.A. will continue to be a distinct of remuneration and will be treated as pay within the ambit of F.R. 9 (21).

23. **As per MbPT wage settlement dated 25.10.2013 for the period from 01.01.2013 to 2017**, it was agreed that, All India Consumer Index Number for Industrial workers (Central) base on 2001 = 100 (AICPI) Series will be used for grant of compensation to the employees for price rise. D.A. installment would be released 4 times in a year i.e., from 1st January, 1st April, 1st July and 1st October. D.A. would be paid for increase in AICPI above Quarterly Index average of 198 to which the pay scales are related. The percentage increase in quarterly average of the AICPI for the period ending February, May, August & November over the Index 198 would be taken up to two decimal points. The rates of compensation to the employees over the basic pay at under average of 198 will also be in whole numbers with fractions carried forward. The percentage of neutralization to employees in different pay range would be 100%. If and when Government announced its decision in respect of revision of Industrial Dearness Allowance Scheme, it will also be made applicable to the Port & Dock workers from the date as specified in the Government order. D.A. payable from September, October, November – 1st January, December, January & February – 1st April, March, April & May – 1st July, June & August – 1st October. The quarterly average of AICPI for the month of September, October & November 2011 worked out to 198 from 01.01.2012 is being merged in the Basic Pay, D.A. installment would be NIL on 01.01.2012. The pay for the purpose of calculation of D.A., will be the Basic Pay drawn in the prescribed scale of pay including stagnation increment but will not include any other type of pay such as special pay and personal pay etc. The D.A. will continue to be a distinct remuneration and will not be treated as pay within the ambit of F.R. 9 (21).

24. As regards House Rent Allowance (HRA), first party ONGC and unions in the MOU dated 29.12.2000 agreed that, HRA will be 20% of respective basic pay from 01.01.2013 to 31.12.2017 and also 17.9% of respective Basic Pay as consolidated Allowance from 01.01.2008 to 31.12.2012 and from 01.01.2013 to 31.12.2017.

25. It is worthwhile to mention here that, as per Clause 7 of MbPT wage settlement, the fixation of wages has been done as below:

A	B	C	D
Basic Pay	VDA upto AICPI 198 points i.e., 57.14% (base year 2001 = 100) on basis pay as on 01.01.2019	10.5% A + B	Aggregate amount of A+B+C

The aggregate amounts would be rounded of next Ten Rupees and pay fix in the Revised pay scale. The above fitment formula is not applicable to the employees appointed on or after 01.01.2012 and they will start at minimum of corresponding revised pay scale.

Rate of annual increment will be granted at 3% of revised basic pay with cumulative effect and the amount so arrived at shall be rounded off to the next ten.

26. I may mention here that, considering the above referred clause of MbPT settlement fixation of wages of workmen getting consolidated wages till 31.12.2007 and brought in regular pay scale from 01.01.2008, as discussed earlier in Para.18 of this Award, accordingly unskilled workmen are entitled for wages as below:

Unskilled Workers –

Year	Period	Basic A	VDA B	10.5% of (A+B) C	HRA D	Total A+B+C+D
2008	01.01.2008 to 31.12.2008	10700	642 642 1019 1443	1191 1191 1230 1275	2140 2140 2140 2140	14673 14673 14712 15558
2009	01.01.2009 to 31.12.2009	11030	1839 1839 2151 2802	1351 1351 1384 1452	2206 2206 2206 2206	16426 16426 16771 17490
2010	01.01.2010 to 31.12.2010	11360	3335 3967 4057 4599	1543 1609 1619 1676	2272 2272 2272 2272	18510 19208 19308 19906
Year	Period	Basic A	VDA B	10.5% of (A+B) C	HRA D	Total A+B+C+D
2011	01.01.2011 to 31.12.2011	11700	5107 5572 5572 6128	1765 1814 1814 1871	2340 2340 2340 2340	20912 21426 21426 22039
2012	01.01.2012 to 31.12.2012	12060	6891 6891 7465 8136	1990 1990 2050 2121	2412 2412 2412 2412	23353 23353 23987 24729
2013	01.01.2013 to 31.12.2013	20950	2011 2434 2962 3809	2411 2455 2511 2600	4190 4190 4190 4190	29562 30029 30613 31549
2014	01.01.2014 to 31.12.2014	21580	4587 4359 4795 5667	2748 2724 2769 2861	4316 4316 4316 4316	33231 32979 33460 34424
2015	01.01.2015 to 31.12.2015	22230	6175 6175 6513 7298	2983 2983 3018 3100	4446 4446 4446 4446	35834 35834 36207 37074
2016	01.01.2016 to 31.12.2016	22900	8095 8095 8443 9252	3254 3254 3291 3376	4580 4580 4580 4580	38829 38829 39214 40108
2017	01.01.2017 to 31.12.2017	23590	9412 9054 9412 10127	3465 3428 3465 3540	4718 4718 4718 4718	41185 40790 41185 41975

Semi-unskilled Workmen –

Year	Period	Basic A	VDA B	10.5% of (A+B) C	HRA D	Total A+B+C+D
2008	01.01.2008 to 31.12.2008	10930	656 656 1041 1474	1217 1217 1257 1302	2186 2186 2186 2186	14989 14989 15414 15892
2009	01.01.2009 to 31.12.2009	11260	1877 1877 2196 2860	1379 1379 1413 1483	2252 2252 2252 2252	16768 16768 17121 17855
2010	01.01.2010 to 31.12.2010	11600	3406 4051 4142 4696	1576 1643 1653 1711	2320 2320 2320 2320	18902 19614 19715 20327
2011	01.01.2011 to 31.12.2011	11950	5216 5691 5691 6259	1802 1852 1852 1912	2390 2390 2390 2390	21358 21883 21883 22511
2012	01.01.2012 to 31.12.2012	12310	7034 7034 7620 8304	2031 2031 2093 2164	2462 2462 2462 2462	23837 23837 24485 25240
2013	01.01.2013 to 31.12.2013	21375	2052 2484 3022 3866	2460 2505 2562 2650	4275 4275 4275 4275	30162 30639 31234 32166
2014	01.01.2014 to 31.12.2014	22020	4783 4448 4893 5782	2814 2779 2826 2919	4404 4404 4404 4404	34024 33653 34145 35127
2015	01.01.2015 to 31.12.2015	22680	6301 6301 6645 7446	3043 3043 3079 3163	4536 4536 4536 4536	36560 36560 36940 37825
Year	Period	Basic A	VDA B	10.5% of (A+B) C	HRA D	Total A+B+C+D
2016	01.01.2016 to 31.12.2016	23360	8258 8258 8613 9437	3320 3320 3357 3444	4672 4672 4672 4672	39610 39610 40002 40913
2017	01.01.2017 to 31.12.2017	24060	9600 9234 9600 10329	3534 3496 3534 3611	4812 4812 4812 4812	42006 41602 42006 42812

Note: Amount about 0.50 in VDA is considered as 1.

27. It will not be out of place to mention here that, 3% increment on basic wage is not considered in the above referred table, therefore the workmen are entitled for amount of increment @ of 3% on basic wage and it requires to be considered/calculated separately in every year.

From the above discussion alongwith the wage fixation shown in the chart, the workmen involved in the Reference in the category of semi-unskilled workmen are entitled for wages and benefits as shown in the chart. As such the demands of the second party unions are legal and justified. The first party is directed to renew MOU with pay revisions w.e.f. 01.01.2008 in accordance with the Award passed by this Tribunal and the first party is also directed to release and advance of Rs.30,000/- per worker in advance that amount will be considered while implementation of the pay revision accordingly, I answer this issue in the affirmative.

In the result, I proceed to pass the following award-

AWARD

- i. The Reference is answered in the affirmative.
- ii. The demand raised by the second party unions are legal and justified. The first party ONGC is directed to get the MOU relied with pay revisions w.e.f. 01.01.2008 as shown in the chart attached to this Award. The first party ONGC is further directed to pay Rs.30,000/- to the workers involved in the Reference as advance and that amount will be adjusted while implementation of the pay revisions.
- iii. Wage fixation chart is part and parcel of this Award.
- iv. Parties to bear their own cost.
- v. This order will take effect after three months from the date of publication of Award.
- vi. The copy of Reference be sent to the Government.

Date: 16-04-2025

SHRIKANT K. DESHPANDE, Presiding Officer

WAGE FIXATION

Unskilled Workers –

Year	Period	Basic A	VDA B	10.5% of (A+B) C	HRA D	Total A+B+C+D
2008	01.01.2008 to 31.12.2008	10700	642 642 1019 1443	1191 1191 1230 1275	2140 2140 2140 2140	14673 14673 14712 15558
2009	01.01.2009 to 31.12.2009	11030	1839 1839 2151 2802	1351 1351 1384 1452	2206 2206 2206 2206	16426 16426 16771 17490
2010	01.01.2010 to 31.12.2010	11360	3335 3967 4057 4599	1543 1609 1619 1676	2272 2272 2272 2272	18510 19208 19308 19906
2011	01.01.2011 to 31.12.2011	11700	5107 5572 5572 6128	1765 1814 1814 1871	2340 2340 2340 2340	20912 21426 21426 22039
2012	01.01.2012 to 31.12.2012	12060	6891 6891 7465 8136	1990 1990 2050 2121	2412 2412 2412 2412	23353 23353 23987 24729

Year	Period	Basic A	VDA B	10.5% of (A+B) C	HRA D	Total A+B+C+D
2013	01.01.2013 to 31.12.2013	20950	2011 2434 2962 3809	2411 2455 2511 2600	4190 4190 4190 4190	29562 30029 30613 31549
2014	01.01.2014 to 31.12.2014	21580	4587 4359 4795 5667	2748 2724 2769 2861	4316 4316 4316 4316	33231 32979 33460 34424
2015	01.01.2015 to 31.12.2015	22230	6175 6175 6513 7298	2983 2983 3018 3100	4446 4446 4446 4446	35834 35834 36207 37074
Year	Period	Basic A	VDA B	10.5% of (A+B) C	HRA D	Total A+B+C+D
2016	01.01.2016 to 31.12.2016	22900	8095 8095 8443 9252	3254 3254 3291 3376	4580 4580 4580 4580	38829 38829 39214 40108
2017	01.01.2017 to 31.12.2017	23590	9412 9054 9412 10127	3465 3428 3465 3540	4718 4718 4718 4718	41185 40790 41185 41975

Semi-unskilled Workmen –

Year	Period	Basic A	VDA B	10.5% of (A+B) C	HRA D	Total A+B+C+D
2008	01.01.2008 to 31.12.2008	10930	656 656 1041 1474	1217 1217 1257 1302	2186 2186 2186 2186	14989 14989 15414 15892
2009	01.01.2009 to 31.12.2009	11260	1877 1877 2196 2860	1379 1379 1413 1483	2252 2252 2252 2252	16768 16768 17121 17855
2010	01.01.2010 to 31.12.2010	11600	3406 4051 4142 4696	1576 1643 1653 1711	2320 2320 2320 2320	18902 19614 19715 20327
2011	01.01.2011 to 31.12.201	11950	5216 5691 5691 6259	1802 1852 1852 1912	2390 2390 2390 2390	21358 21883 21883 22511

Year	Period	Basic A	VDA B	10.5% of (A+B) C	HRA D	Total A+B+C+D
2012	01.01.2012 to 31.12.2012	12310	7034 7034 7620 8304	2031 2031 2093 2164	2462 2462 2462 2462	23837 23837 24485 25240
2013	01.01.2013 to 31.12.2013	21375	2052 2484 3022 3866	2460 2505 2562 2650	4275 4275 4275 4275	30162 30639 31234 32166
2014	01.01.2014 to 31.12.2014	22020	4783 4448 4893 5782	2814 2779 2826 2919	4404 4404 4404 4404	34024 33653 34145 35127
2015	01.01.2015 to 31.12.2015	22680	6301 6301 6645 7446	3043 3043 3079 3163	4536 4536 4536 4536	36560 36560 36940 37825
2016	01.01.2016 to 31.12.2016	23360	8258 8258 8613 9437	3320 3320 3357 3444	4672 4672 4672 4672	39610 39610 40002 40913
2017	01.01.2017 to 31.12.2017	24060	9600 9234 9600 10329	3534 3496 3534 3611	4812 4812 4812 4812	42006 41602 42006 42812

Note: Amount about 0.50 in VDA is considered as 1.

नई दिल्ली, 13 मई, 2025

का.आ. 783.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-I** के पंचाट (13/2017) प्रकाशित करती है।

[सं. एल - 12012/101/2016-आई आर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 13th May, 2025

S.O. 783.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 13/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-I* as shown in the Annexure, in the industrial dispute between the management of State Bank of Patiala and their workmen.

[No. L-12012/101/2016- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Brajesh Kumar Gautam, Presiding Officer, Chandigarh.

ID No. 13/2017

Registered On: 13.06.2017

Jagan Nath S/o Sh. Durga Dass R/o H.No.548, Mohalla Abadpura, Kohlu Wali Gali near New Model Town, Jalandhar Punjab.

.....Workman

Versus

1. The Regional Manager, State Bank of Patiala, Ambedkar Chowk, Jalandhar (Punjab).
2. Branch Manager, State Bank of Patiala, Ambedkar Chowk, Jalandhar (Punjab).

.....Managements

AWARD

Passed On: 28.04.2025

Present Industrial Dispute was registered on the basis of reference order received from the Government of India, Ministry of Labour vide notification No. L-12012/101/2016-IR(B-I) dated 25.05.2017, under clause (d) of Sub-Section (1) sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:—

“Whether the action of management of State Bank of Patiala in terminating the services of workman Sh. Jagan Nath S/o Sh. Durga Dass w.e.f 17.09.2008 is legal and justified? If not, what relief the workman is entitled to and from which date?”

1. During the pendency of the proceedings before this Tribunal the case was fixed for filing affidavit/ adducing evidence by workman but none is responding on behalf of workman. It is submitted by the Ld. Counsel for the management that workman is not turning up since long and prayed for dismissal of the present claim petition.
2. Perused the file and it is found that since 02.01.2024 till now none is appearing on behalf of Workman. Several opportunities have already been given to the workman to file affidavit/ adduce evidence but of no use. It denotes that the workman is not interested in adjudication of the matter on merits as such, this Tribunal is left with no choice except to pass a ‘No Claim Award’. Accordingly, no claim award is passed in the present case for the non-prosecution of workman. File after completion be consigned in the record room.
3. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

B. K. GAUTAM, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 784.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (01/2015-16) प्रकाशित करती है।

[सं. एल - 12011/04/2015-आई आर (बी- II)]

सलोनी, उप निदेशक

New Delhi, the 14th May, 2025

S.O. 784.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 01/2015-16) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Bank of Maharashtra their workmen.

[No. L-12011/04/2015- IR(B-II)]

SALONI, Dy. Director

ANNEXURE
BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/01/2015-16

Date: 23.04.2025.

Party No.1: The Regional Manager,
 Bank of Maharashtra, Zonal Office,
 Latur Zone, Kirti Mansion, Kamdar Road,
 Hanuman Chowk,
 Latur-413512

V/s.

Party No.2: The General Secretary,
 Bank of Maharashtra Karmachari Sangh,
 'Vishwakarma Bhavan, 185, Shaniwar Peth,
 Pune-30.

AWARD

(Dated: 23rd April, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Bank of Maharashtra, and their workman Shri S.D. Bokil, for adjudication, as per letter **No. L-12011/04/2015-IR(B-II) dated 19.03.2015**, with the following schedule:—

"Whether the action of the management of Bank of Maharashtra, Latur in imposing the punishment of Censure to Shri S.D. Bokil vide order dated 8.9.2011 and also punishment of recovery of Rs.20,000/- from the salary of the workman vide order dated 08.09.2011, is just fair & legal? If not, to what relief the concerned workman is entitled to?"

2. Case is called out. Adv. Gauri Gharsele holding brief of Renuka Nalamwar has filed her Vakalatnama today in Court on behalf of respondent. Which is taken on record. None is present on behalf of petitioner.

From perusal of order sheet, it is apparent that both parties are not responding and attending the Court since 17.04.2020 i.e. near about five years. Today only, power of Learned Advocate Renuka Nalamwar is filed in Court. Although, petitioner has filed his statement of claim but no written statement has been filed on behalf of respondent till today. Petitioner has not filed any evidence to prove his case. Petitioner is not coming to the Court for long time. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The action of the management of Bank of Maharashtra, Latur in imposing the punishment of Censure to Shri S.D. Bokil vide order dated 8.9.2011 and also punishment of recovery of Rs.20,000/- from the salary of the workman vide order dated 08.09.2011, is just fair & legal. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 785.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार विदर्भना कोंकण ग्रामीण बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (84/2018-19) प्रकाशित करती है।

[सं. एल - 12011/01/2019-आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 14th May, 2025

S.O. 785.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 84/2018-19) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Vidharbaha Konkan Gramin Bank their workmen.

[No. L-12011/01/2019- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,

CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/84/2018-19

Date: 24.04.2025.

Party No.1:

The Chairman,
Vidharbaha Konkan Gramin Bank, Head Office,
Deendayal Nagar, Ring Road,
Nagpur – 22

V/s.

Party No.2:

The General Secretary,
Vidharbaha Konkan Gramin Bank Officer's Association,
r/o 1, Engineer's Colony, Ramnagar, Chandrapur Distt.
Chandrapur (M.S.) – 442401.

AWARD

(Dated: 24th April, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Vidharbaha Konkan Gramin Bank Head Office, and their union / Vidharbaha Konkan Gramin Bank Officer's Association, Chandrapur for adjudication, as per letter No. L-12011/01/2019-IR(B-I) dated 21.02.2019, with the following schedule:-

"Whether the action of the management of Vidharbaha Konkan Bank, Nagpur through its Chairman vide Inter Office Memorandum dated 17/04/2018 in discontinuing of reimbursement of expenses incurred by staff members for education of their ward under Education Benefit Scheme for the academic year 2017-18 on the ground of loss incurred to the said bank and whether the demand of Vidharbaha Konkan Gramin Bank Officer's Association, Chandrapur to continue of Education Benefit Scheme is legal and justified? If not, what relief to the concerned Association is entitled to?"

2. Case is called out. Both the parties are absent despite service of notices. Petitioner is not responding and attending the Court since 28/06/2019 and both parties are not attending the Court since 18/11/2021. No statement of claim and written statement have been filed by the parties respectively till today. Petitioner has not filed any evidence to prove his case. Petitioner is not coming to the Court since 28/06/2019. It appears that petitioner is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The action of the management of Vidharbaha Konkan Bank, Nagpur through its Chairman vide Inter Office Memorandum dated 17/04/2018 in discontinuing of reimbursement of expenses incurred by staff members for education of their ward under Education Benefit Scheme for the academic year 2017-18 on the ground of loss incurred to the said bank is legal and justified and the demand of Vidharbaha Konkan Gramin Bank Officer's Association, Chandrapur to continue of Education Benefit Scheme is illegal and unjustified. The Association is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 786.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और भारत पेट्रोलियम कॉर्पोरेशन रिफाइनरी एम्प्लॉईस यूनियन; भारत पेट्रोलियम टेक्निकल एंड नॉन-टेक्निकल एम्प्लाइज एसोसिएशन; भारत पेट्रोलियम कॉर्पोरेशन प्रोसेस तकनीशियन एनालिस्ट यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स न.-13/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. एल -30011/09/2021-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 786.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 13/2021**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bharat Petroleum Corporation Ltd. and Bharat Petroleum Corporation Refinery Employees Union; Bharat Petroleum Technical and Non-Technical Employees Association; Bharat Petroleum Corporation Process Workers Union** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. L-30011/09/2021-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 MUMBAI

Present

JUSTICE ANILKUMAR

Presiding Officer

REFERENCE NO.CGIT-1/13 OF 2021

Parties: Employers in relation to the management of Bharat Petroleum Corporation Ltd.

Vs.

Bharat Petroleum Corporation Refinery Employees Union

Bharat Petroleum Technical and Non-Technical Employees' Association.

Bharat Petroleum Corporation Process Technician Analysts' Union

Petroleum Workers Union.

Appearances:

For the Management: : Mr.Siddharth Tiwari, Management Representative.

For the Unions : Absent.

State : Maharashtra

Mumbai, dated the 24th day of March, 2025.

AWARD

The matter was taken up in Lok Adalat through video conferencing.

1. As per the Schedule of this Reference, the following dispute was referred to this Tribunal.

(1) "Whether the demands enumerated in the charter of demands raised by the unions in relation with long term settlement of wages and service conditions and in particular removal of clauses 1 (f) and 100% DA merger and 15% fitment benefit and national basic maxima for Grade 9 are proper, legal and justified? If yes, what relief the Unions are entitled to and what directions, if any, are necessary in the matter?"

(2) Whether the offers made by the Management in relation with long term settlement of wages and service conditions in the context of DPE guidelines and wage settlement of similar industries, are fair, just and reasonable? If not, what reliefs the unions are entitle to? What directions, if any, are necessary in the matter.

2. Parties have filed Settlement dated 04.4.2021 duly signed by representatives of the parties and as per the Settlement the Union has submitted that it did not want to prosecute the above Reference No.CGIT-1/13 of 2021, management has no objection to the said prayer.

3. Accordingly this reference is decided in terms of the settlement enter between the parties and the same shall form a part of this Award.

4. Award accordingly.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 787.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और भारत पेट्रोलियम कॉर्पोरेशन रिफाइनरी एम्प्लॉईस यूनियन; भारत पेट्रोलियम टेक्निकल एंड नॉन-टेक्निकल एम्प्लाइज एसोसिएशन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, मुंबई, पंचाट (रिफरेन्स न.-12/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. एल - 30011/11/2021-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 787.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 12/2021**) of the **Central Government Industrial Tribunal cum Labour Court-1, Mumbai** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bharat Petroleum Corporation Ltd. and Bharat Petroleum Corporation Refinery Employees Union; Bharat Petroleum Technical and Non-Technical Employees** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. L-30011/11/2021-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 MUMBAI

Present

JUSTICE ANILKUMAR

Presiding Officer

REFERENCE NO.CGIT-1/12 OF 2021

Parties: Employers in relation to the management of Bharat Petroleum Corporation Ltd.

Vs.

Bharat Petroleum Corporation Refinery Employees Union

Bharat Petroleum Technical and Non-Technical Employees' Association.

Appearances:

For the Management: : Mr.Siddharth Tiwari, Management Representative.

For the Unions : Mr.Anupam Ghosh, President of the Bharat Petroleum Corporation Refinery Employees

State : Maharashtra

Mumbai, dated the 24th day of March, 2025.

AWARD

The matter was taken up in Lok Adalat through video conferencing.

1. As per the Schedule of this Reference, the following dispute was referred to this Tribunal.

(1) Whether the jobs of the fire and safety department classified under the Essential Category as per the Long-Term Settlement dated 31.05.2013 can be outsourced by the management or performed by the regular employees of BPCL only? If not, to what relief the disputant is entitled?

(2) Whether the MOU dated 19.01.2016 terminated by the management of BPCL, Mumbai Refinery, Mahul is proper, legal and reasonable? If not, to what relief is the disputant entitled?

(3) Whether engagement of contract labours as fire operators by the management of BPCL, Mumbai Refinery, Mahul is in violation of MOU dated 19.01.2016 and clause 34 and 3(g) of LTS dated 31.05.2013 or not? If yes, what remedies the workers are entitled to? What directions, if any, are necessary in the matter?"

2. Parties have filed Settlement dated 04.4.2021 duly signed by representatives of the parties and as per the Settlement the Union has submitted that it did not want to prosecute the above Reference No.CGIT-1/12 of 2021, management has no objection to the said prayer.

3. Accordingly this reference is decided in terms of the settlement enter between the parties and the same shall form a part of this Award.

4. Award accordingly.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 788.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेल के प्रबंधन के संबद्ध नियोजकों और श्रीमती चंद्रम्मा के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर, पंचाट (रिफरेन्स न.-38/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. एल - 43012/02/2011-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 788.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 38/2012) of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **SAIL** and **Smt. Chandramma** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. L-43012/02/2011-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE**BEFORE THE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE**

DATED : 27th MARCH 2025

PRESENT : **Smt. K P INDIRA B.A., LLB.**

Presiding Officer

C R No. 38/2012

I Party

Smt Chandramma,
W/o Armugam, R/o Ranganathapura
Village, H K Junction Post,
BHADRAVATHI – 577 115.

II Party

The Executive Director,
SAIL,
Vishweshwaraiah Iron and Steel Plant,
BHADRAVATHI.

Appearances

I Party : **Shri Mohd. Usman Shaikh**

Advocate

II Party : **Shri Arthur Pinto**

Advocate

1. The Government of India, Ministry of Labour vide Order No. L-43012/2/2011-IR(M) dated 11.09.2012 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as “The Act”) (14 of 1947) referred the following Industrial Dispute to this Tribunal for adjudication:

SCHEDULE

“Whether the action of the management of M/s. Steel Authority of India, Vishweshwaraiah Iron & Steel Plant, Bhadravathi is justified in superannuating the services of Smt. Chandramma? If not. What relief the workman is entitled to?”

2. After registering the case the date of hearing was fixed as 26.10.2012 and Claim Statement was filed by the 1st Party on the above date and Counter Statement of the II Party was filed on 17.06.2013. Then the matter came to be posted for Evidence of II Party on merits. When the matter stood thus the counsel for the II Party filed a Memo dated 30.09.2013 along with copy of the ad-interim Order passed by the Hon’ble High Court of Karnataka in WP no. 49230/2012 (L-RES) staying the further proceedings of this Tribunal.

3. On 28.02.2025 when the matter was taken up, the learned counsel for the II Party filed another Memo along with Certified Copy of the Final Order passed by the Hon’ble High Court of Karnataka in WP no. 49230/2012(L-RES) allowing the Writ Petition filed by the II Party; a certiorari issued quashing the reference and any proceedings which have been taken up subsequently also stands quashed and hence submitted that the case does not survive for consideration.

3. Perused the records. The II Party has filed a memo dated 28.02.2025 with Certified Copy of the Order passed in WP No. 49230/2012 (L-RES) quashing the reference itself. Therefore, in view of the above, the Memo is recorded and prayer is allowed. The reference is rejected. Transmit.

AWARD

Reference is rejected in lieu of the Order dated 31.01.2023 passed by Hon’ble High Court of Karnataka in WP No. 49230/2012 (L-RES).

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 27th March 2025)

K. P. INDIRA, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 789.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ़ इंडिया के प्रबंधन के संबद्ध नियोजकों और मंज़ूर अहमद के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़, पंचाट (रिफरेन्स न.-46/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-29]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 789.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 46/2023**) of the **Central Government Industrial Tribunal cum Labour Court-2, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airport Authority of India** and **Manzoor Ahmad** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. Z-16025/04/2025-IR(M)-29]

DILIP KUMAR, Under Secy.

ANNEXURE

In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh

(Presided over by Mr. Kamal Kant).

Special Campaign for Settlement

ID No. 46/2023

Registered on:-05.10.2023

Manzoor Ahmad Joo, 344, Pulwama, Jammu and Kashmir-191102.

----- Workman

Versus

Regional Executive Director, AAI, Director Airport Authority of India at Sri Nagar, JT General Manager Airport Authority of India at Srinagar and AI Huda Electrical and Maintenance.

----Management

Present:- None for Workman
None for management.

Award : 08.03.2025

Central Government vide Notification No.08(37)/2023/RLC/Jmu dated 03.09.2024, under of sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the termination of Sh. Manzoor Ahmad Joo w.e.f. 01.03.2023 by the contractor of M/s AI Huda Electrical and Maintenance, Head Office Wuyun, Tehsil Pampore, Distt. Pulwama, UT of J & K - 191102 and the Airport Director, Srinagar International Airport, Srinagar, UT of J & K is legal and justified? If not, then to what relief the concerned workman is entitled to and from which date?”

1. The matter is fixed for filing claim statement by the workman since 04.06.2024, however, the same has not been filed till date. AR for workman also withdrawn his authority letter on 24.01.2025 and notice was issued to the workman for 28.02.2025. None appeared on behalf of 28.02.2025 despite service and the matter was fixed in Lok Adalat.
2. Since the workman has neither put his appearance nor filed any claim statement, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.
3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 790.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स इंडियन ऑयल कॉर्पोरेशन लिमिटेड; मेसर्स युद्धवीर सिंह जामवाल सिक्योरिटी एजेंसी; मेसर्स बीएसएस सिक्योरिटी एजेंसी के प्रबंधन के संबद्ध नियोजकों और श्री ब्रजेश कुमार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़, पंचाट (रिफरेन्स न.-06/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-30]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 790.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 06/2021**) of the **Central Government Industrial Tribunal cum Labour Court-2, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Indian Oil Corporation Ltd; M/s Yudhvir Singh Jamwal Security Agency; M/s BSS Security Agency and Shri Brajesh Kumar** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. Z-16025/04/2025-IR(M)-30]

DILIP KUMAR, Under Secy.

ANNEXURE

In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh
(Presided over by Mr. Kamal Kant).

ID No. 06/2021

Registered on:-01.06.2021

Sh. Brajesh Kumar S/o Late Sh. Arjun Singh, R/o House No.7, Defence Enclave Boh Road, Ambala Cantt. Distt. Ambala (HR)-133001

----- Applicant

Versus

1. M/s Indian Oil Corporation Ltd. GT Road, Ambala Cantt.
2nd address: M/s Indian Oil Corporation Ltd., Regd. Office G-9, Ali Yavar Jang Marg, Bandra Eash, Mumbai-400051
2. M/s Yudhvir Singh Jamwal Security Agency, F-103, Palam Vyapar Kendra, Pala Vihar, Gurgaon (Haryana)
3. M/s B SS Security Agency, C/o M/s Indian Oil Corporation Ltd., GT Road, Ambala Cantt. Distt. Ambala (HR)-133001.

----Respondent

Present:- Mr. Tarun Malhotra, AR for Workman
 Mr. M S Rana, AR for respondent no.1.
 Mr. Akshay Singh, proxy for Mr. Anish Babbar, AR for respondent no.2.
 Mr. Praveen Kumar, AR for respondent no.3.

Award : 18.03.2025

1. The applicant has filed the present dispute under Section 2-A of the Industrial Disputes Act, 1947 (hereinafter called as ID Act) with a request to set aside his termination order dated 01.06.2020 and reinstatement into service along with all consequential benefits.
2. The matter is fixed for filing affidavit by the workman since long. However, the same was not filed despite availing several opportunities. On 11.02.2025, AR for workman made a statement that he will file the affidavit of workman on the next date, failing which the claim may be dismissed. Today also, no affidavit of workman has been filed.
3. Since the workman has not filed his affidavit to prove his case against the respondent and in view of the statement dated 11.02.2025 made by AR for workman, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.
4. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 791.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ़ श्रीनगर एंड ऐआई हुडा इलेक्ट्रिकल एंड मेंटेनेंस के प्रबंधन के संबद्ध नियोजकों और मेहराज उद दीन कुमार त्राल पयिन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़, पंचाट (रिफरेन्स न.-05/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. जेड - 16025/04/2025-आई आर (एम)-31]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 791.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 05/2024**) of the **Central Government Industrial Tribunal cum Labour Court-2, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Airport Authority of Srinagar and AI Huda Electical and Maintenance** and **Mehraj ud din Kumar Tral Payeen** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. Z-16025/04/2025-IR (M)-31]

DILIP KUMAR, Under Secy.

ANNEXURE

In the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh

(Presided over by Mr. Kamal Kant).

Special Campaign for Settlement

ID No. 05/2024

Registered on:-09.05.2024

Mehraj ud din Kumar Tral Payeen, Pulwama, Jammu and Kashmir-192123.

----- Workman

Versus

Airport Authority of Srinagar and AI Huda Electrical and maintenance, Srinagar, Jammu and Kashmir-192123

----Management

Present:- None for Workman
None for management.

Award : 08.03.2025

Central Government vide Notification No.08(08)/2023/RLC/Jmu dated 09.05.2024, under of sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:—

1. *Whether the termination of Sh. Bilal Ahmad Bhat working as Electrician at Airport, Srinagar and Sh. Hilal Ahmad Khanday w.e.f. 01.09.2022 by management of M/s AI Huda Electrical and Maintenance (formerly known as BAG Enterprises), Head Office Wuyun, Tehsil Pampore, District Pulwama, UT of J & K-191102 engaged as Contractor by the Airport Director, Srinagar International Airport, Srinagar, UT of J & K is legal and justified? If not, then to what relief the concerned workmen are entitled to and from which date?*
2. *Whether the workmen have been paid due wages and whether the employer/employer's representative forced workmen to pay back to employer from their salaries illegally? If so, what relief the workmen are entitled to?*
3. The matter is fixed for filing claim statement by the workman since 04.06.2024. However, the same has not been filed till date. AR for workman also withdrawn his authority letter on 24.01.2025 and notice was issued to the workman for 28.02.2025. None appeared on behalf of 28.02.2025 despite service and the matter was fixed in Lok Adalat.
4. Since the workman has neither put his appearance nor filed any claim statement, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.
5. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 792.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ऑयल कॉर्पोरेशन लिमिटेड; मेसर्स इंडस प्रोजेक्ट लिमिटेड, के प्रबंधन के संबद्ध नियोजकों और श्री अजमेर के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़, पंचाट (रिफरेंस नं.-04/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-32]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 792.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 04/2021**) of the **Central Government Industrial Tribunal cum Labour Court-2, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Indian Oil Corporation Limited; M/s Indus Project Ltd., and Shri Ajmer** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. Z-16025/04/2025-IR(M)-32]

DILIP KUMAR, Under Secy.

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH**

(Presided over by Mr. Kamal Kant).

ID No. 04/2021

Registered on:-21.04.2021

Ajmer S/o Darbari, R/o Village Bal Rangran, Tehsil Assandh, Distt. Karnal.

----- Applicant

Versus

1. Indian Oil Corporation Limited, Refinery, Panipat through its Managing Director.
2. M/s Indus Project Ltd., Administration Office, Marol Naka, Andheri Kurla Road, Mumbai-400059 through its managing Director.

----Respondents

Present:- Sh. Pawan Kumar Khanna, AR for Worker Union.

None for management.

Award : 03.02.2025

1. The applicant has directly filed the present claim petition under Section 2A of the Industrial Disputes Act, 1947 (hereinafter called as ID Act) claiming reinstatement with full back wages along with continuity of service consequent benefits.
2. The matter is listed for filing LR application of deceased workman since 12.07.2024. However, today AR for workman made a statement that he wishes to withdraw the present claim statement.
3. In such circumstances, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.
4. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 793.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टाटा एआईजी जनरल इन्सुरेंस कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और जॉयस मिचेल के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, चंडीगढ़, पंचाट (**रिफरेंस न.-04/2024**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-33]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 793.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 04/2024**) of the **Central Government Industrial Tribunal cum Labour Court-2, Chandigarh** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Tata AIG General Insurance Company Limited** and **Joyce Micheal** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. Z-16025/04/2025-IR(M)-33]

DILIP KUMAR, Under Secy.

ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH

(Presided over by **Mr. Kamal Kant**).

Special Campaign for Settlement

ID No. 04/2024

Registered on:-10.05.2024

Joyce Micheal, Block B Adarsh Nagar Nayagaon, SAS Nagar, Punjab-160103.

----- Workman

Versus

Tata AIG General Insurance Co. Ltd. Chandigarh-16.

----Management

Present:- None for Workman

Mr. Sandeep Singh, AR for management.

Award : 08.03.2025

Central Government vide Notification No.7(14)/2023/RCH/C.II dated 10.05.2024, under Clause (d) of sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

"1. Whether the termination of Sh. Joyce Michcal w.e.f. 16.11.2023 by the management of TATA AIG Life Insurance Company Ltd. is legal and justified?"

2. If the termination was an illegal termination than what relief including reinstatement, quantum of compensation and back wages; the worker is entitled to?"

1. The matter is fixed for filing claim statement by the workman since 23.07.2024. However, no claim statement has been filed by the workman till date. On the last date, AR for workman requested to put up the case Lok Adalat. The workman has been given sufficient opportunities to file claim statement however, in spite of the opportunities afforded to the workman, no claim statement has been filed, which shows that the workman is not interested in adjudication of the matter on merit.

2. Since the workman has not filed any claim statement to prove his case against the management, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.

3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 794.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और रिफाइनरी एम्प्लॉईस यूनियन (केआरएल) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम, पंचाट (**रिफरेन्स न.-01/2022**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. एल 30011/02/2021-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 794.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 01/2022**) of the **Central Government Industrial Tribunal cum Labour Court, Ernakulam** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/S Bharat Petroleum Corporation Ltd. and Refinery Employees Union (KRL)** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. L-30011/02/2021-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT: ERNAKULA

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 6th day of March, 2025

ID No. 1/2022

Between: The General Secretary,

Refinery Employees Union (KRL)

C/o BPCL -Kochi Refinery,

Ambalamughal, Kerala- 682302

.....Union/Petitioner

AND: The General Manager (HR),

M/S Bharat Petroleum Corporation Ltd.

Kochi Refinery Ltd., Ambalamughal,

Kerala- 682302

..... Management/Respondent

Appearances:

For the Petitioner : Sri.C. Anil Kumar, Advocate

For the Respondent: M/s Thomas & Thomas Advocates

AWARD

The Government of India, Ministry of Labour by its order No.L-30011/2/2021-IR(M) dated 22.12.2021, referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Bharat Petroleum Corporation Ltd. and their workman. The schedule of the reference is,

SCHEDULE

“Whether the demand of the Refinery Employees Union (KRL) regarding re-fixation of pay (in 1993) of a section of employees is justified and legal in spite of having subsequent to Long Term Settlement with the management? If yes what relief the effected workmen are entitled to and what further directions are necessary in this regard?”

The reference is numbered in this Tribunal as I.D. No. 1/2022 and the case is presently posted on 23.04.2025, for Claim Statement.

2. The matter was taken up today for hearing through video conference in view of the direction of Ministry of Labour & Employment, Government of India to conduct special campaign for disposal of cases vide letter dated 14.2.2025.

3. Heard both sides through video conference. The petitioner union has filed the memo with the averment that the meeting of the Executive Committee convened on 30.05.2024 had resolved to analyse the issue of basic pay anomalies of employees under the subject ID constituting a Committee and as part of the compromise the Union had resolved to withdrawn the above case pending before this Court. Therefore, petitioner union prayed to permit the petitioner to withdraw the claim / ID treating it as not pressed in the interest of justice.

4. In the video conference the counsel for Respondent has also concurred the same.

5. Therefore, in view of the above, a No-dispute Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Suresh N. K. Secretary to the Court, corrected and signed by me on this the 6th day of March, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Union/Petitioner

NIL

Witnesses examined for the

Management/Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 14 मई, 2025

का.आ. 795.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और रिफाइनरी एम्पलॉईस यूनियन (आरईयू)-(केआरएल) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम, पंचाट (रिफरेन्स न.-46/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. एल 30011/13/2021-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 795.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 46/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Ernakulam** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/S Bharat Petroleum Corporation Ltd. and Refinery Employees Union (REU)-(KRL)** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. L-30011/13/2021-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT: ERNAKULAM

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 6th day of March, 2025

ID No. 46/2021

Between: The General Secretary,

Refineries Employees Union (REU)-(KRL)

C/o M/s Bharat Petroleum Ltd., Kochi Refinery,

Ambalamughal, Cochin - 682302

Union/Petitioner

AND: The Executive Director,

M/S Bharat Petroleum Corporation Ltd.,

Kochi Refinery, Ambalamughal,

Cochin - 682302

.....

Management/Respondents

Appearances:

For the Petitioner : Sri.C. Anil Kumar, Advocate

For the Respondent: M/s Thomas & Thomas Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-30011/13/2021-IR(M) dated 16.08.2021, referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Bharat Petroleum Corporation Ltd. and their workman. The schedule of the reference is,

SCHEDULE

“Whether the action of the management of M/s BPCL – Kochi Refinery in offering the fitment benefits and DA merger at the rate of 12% and 95% as against 15% and 100% respectively as demanded by the Refineries Employees’ Union (REU)-(KRL) and also as granted by the other oil sector CPSU’S in the country is fair and justifiable?

Whether the action of the M/s BPCL- Kochi Refinery in insisting the Union to sign the Memorandum of agreement with condition attached as under Sub Clause f of Clause 1 which undermines the role and existence of the Union is fair and justifiable?

If not, as to what relief they are entitled to?”

The reference is numbered in this Tribunal as I.D. No .46/2021 and the case is presently posted on 23.04.2025, for Written Statement.

2. The matter was taken up today for hearing through video conference in view of the direction of Ministry of Labour & Employment, Government of India to conduct special campaign for disposal of cases vide letter dated 14.2.2025.

3. Heard both sides through video conference. The petitioner union has filed the memo with the averment that the referendum of the Union convened on 28.03.2024 had resolved to sign the Long Term Settlement with the Respondent Company. Therefore, petitioner union prayed to permit the petitioner to withdraw the claim / ID treating it as not pressed in the interest of justice.

4. In the video conference the counsel for Respondent has also concurred the same.

5. Therefore, in view of the above, a No-dispute Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri N.K. Suresh, Secretary to the Court, corrected and signed by me on this the 6th day of March, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Union/Petitioner

NIL

Witnesses examined for the

Management/Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 14 मई, 2025

का.आ. 796.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबंध में नियोजकों और कोचीन रिफायनरीज एम्प्लॉयज एसोसिएशंस के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम, पंचाट

(रिफरेन्स-47/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. एल 30011/14/2021-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 796.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 47/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Ernakulam** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/S Bharat Petroleum Corporation Ltd.** and **Cochin Refineries Employees Associations** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. L-30011/14/2021-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT: ERNAKULAM

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 6th day of March, 2025

ID No. 47/2021

Between: The General Secretary,

Cochin Refineries Employees Associations,

C/o M/s. Bharat Petroleum Corporation Ltd.

Kochi Refinery, Ambalamughal,

Cochin - 682302

.....

Union/Petitioner

AND: The Executive Director,

M/S Bharat Petroleum Corporation Ltd.-

Kochi Refinery, Ambalamughal,

Cochin - 682302

..... Management/Respondent

Appearances:

For the Petitioner : Sri.C. S. Ajith Prakash, Advocate

For the Respondent: M/s Thomas & Thomas Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-30011/14/2021-IR(M) dated 16.08.2021, referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Bharat Petroleum Corporation Ltd. and their workman. The schedule of the reference is,

SCHEDULE

“Whether the action of the management of M/s BPCL – Kochi Refinery in offering the fitment benefits and DA merger at the rate of 12% and 95% as against 15% and 100% respectively as demanded by the Cochin Refineries Employees Association and also as granted by the other oil sector CPSU’S in the country is fair and justifiable?”

Whether the action of the M/s BPCL- Kochi Refinery in insisting the Union to sign the Memorandum of agreement with condition attached as under Sub Clause f of Clause 1 which undermines the role and existence of the Union is fair and justifiable?”

If not, as to what relief they are entitled to?”

The reference is numbered in this Tribunal as I.D. No.47/2021 and the case is presently posted on 23.04.2025, for hearing on Interim relief.

2. The matter was taken up today for hearing through video conference in view of the direction of Ministry of Labour & Employment, Government of India to conduct special campaign for disposal of cases vide letter dated 14.2.2025.

3. Heard both sides through video conference. The petitioner union has filed the memo with the averment that the industrial Dispute was settled with the management after a bipartite discussion and signing of a Long Term Settlement on 26.03.2024. Therefore, petitioner union prayed to permit the petitioner to withdraw the claim / ID treating it as not pressed in the interest of justice.

4. The Counsel for Respondent also filed memo dated 22.04.2024 where in concurred the same.

5. Therefore, in view of the above, a No-dispute Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Sri. N.K. Suresh, Secretary to the Court, corrected and signed by me on this the 6th day of March, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Union/Petitioner
NIL

Witnesses examined for the
Management/Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 14 मई, 2025

का.आ. 797.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और कोचीन रिफायनरीज वर्कर्स एसोसिएशंस के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम, पंचाट (रिफरेन्स न.-48/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. एल 30011/15/2021-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 797.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 48/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Ernakulam** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/S Bharat Petroleum Corporation Ltd. and Cochin Refineries Workers Associations** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. L-30011/15/2021-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT: ERNAKULAM**Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 6th day of March, 2025**ID No. 48/2021**

Between: The General Secretary,

Cochin Refineries Workers Associations,

C/o M/s Bharat Petroleum Corporation Ltd.

Kochi Refinery, Ambalamughal,

Cochin - 682302

Union/Petitioner

AND: The Executive Director,

M/S Bharat Petroleum Corporation Ltd.

Kochi Refinery, Ambalamughal,

Cochin- 682302

..... Management/Respondent

Appearances:

For the Petitioner : Sri. S. Krishna Moorthy, Advocate

For the Respondent: M/s Thomas & Thomas Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-30011/15/2021-IR(M) dated 16.08.2021, referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Bharat Petroleum Corporation Ltd. and their workman. The schedule of the reference is,

SCHEDULE

“Whether the action of the Management of M/s BPCL – Kochi Refinery in offering the fitment benefits and DA merger at the rate of 12% and 95% as against 15% and 100% respectively as demanded by the Cochin Refineries Workers Association and also as granted by the other oil sector CPSU’S in the country is fair and justifiable?

Whether the action of the M/s BPCL- Kochi Refinery in insisting the Union to sign the Memorandum of agreement with condition attached as under Sub Clause f of Clause 1 which undermines the role and existence of the Union is fair and justifiable?

If not, as to what relief they are entitled to?”

The reference is numbered in this Tribunal as I.D. No.48/2021 and the case is presently posted on 23.04.2025, for hearing on Interim relief.

2. The matter was taken up today for hearing through video conference in view of the direction of Ministry of Labour & Employment, Government of India to conduct special campaign for disposal of cases vide letter dated 14.2.2025.

3. Heard both sides through video conference. The petitioner union has filed the memo with the averment that the industrial Dispute was settled with the management after a bipartite discussion and signing of a Long Term Settlement on 17.03.2024. Therefore, petitioner union prayed to permit the petitioner to withdraw the claim / ID treating it as not pressed in the interest of justice.

4. The Counsel for Respondent also filed memo dated 22.04.2024 where in concurred the same.

5. Therefore, in view of the above, a No-dispute Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri N.K.Suresh corrected and signed by me on this the 6th day of March, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Union/Petitioner
NIL

Witnesses examined for the
Management/Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 14 मई, 2025

का.आ. 798.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आयुध निर्माणी भुसावल के प्रबंधन, संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (01/2017-18) प्रकाशित करती है।

[सं. एल 12025/01/2025-आई आर (बी-1)-60]

सलोनी, उप निदेशक

New Delhi, the 14th May, 2025

S.O. 798.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 01/2017-18) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Ordance Factory Bhusawal their workmen.

[No. L-12025/01/2025- IR(B-I)-60]
SALONI, Dy. Director

ANNEXURE**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,****CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/Appl/01/2017-18

Date: 23.04.2025.

Party No.1:

1. The General Manager
Ordance Factory
Bhusawal – 425203.
2. The DGOF
Ordance Factory Board
10, S K Boase Road
Kokatta – 700001.
3. Shri. A K Deshmukh
Works Manager (Admin)
Ordance Factory
Bhusawal 425203.

V/s.

Party No.2:

Ordance Factory Kamgar Union
Bhusawal – 425203.

AWARD(Dated: 23rd April, 2025)

In exercise of the powers conferred by Section 33 A of the Industrial Dispute Act 1947 ("the Act" in short), the applicant filed an industrial dispute between the employers, in relation to the management of The General Manager, Ordnance Factory, Bhusawal & two others and the applicant/ Ordnance Factory Kamgar Union, Bhusawal for adjudication, vide case no. CGIT/NGP/Appln/01/2017-18.

Case is called out. Both parties are absent. Both parties are not responding and attending the Court since 24/09/2021 i.e. near about four years. It appears that both parties are not interested to contest the case further more.

Hence, this case is dismissed in default of both parties.

ORDER

"The Complaint under Section 33 A of the Industrial Dispute Act 1947 against the management of Ordnance Factory, Bhusawal is rejected and the management is not guilty of contravention of provisions of Section – 33 of the Industrial Dispute Act 1947. The union/Ordnance Factory Kamgar Union is not entitled to any relief."

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 799.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबंधित नियोजकों और भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड मजदूर संघ (बीएमएस) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम, पंचाट (रिफरेन्स न.-49/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. एल 30011/16/2021-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 799.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 49/2021**) of the **Central Government Industrial Tribunal cum Labour Court, Ernakulam** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/S Bharat Petroleum Corporation Ltd. and Bharat Petroleum Corporation Ltd. Mazdoor Sangh (BMS)** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. L-30011/16/2021-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT: ERNAKULAM**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 6th day of March, 2025

ID No. 49/2021

Between: The General Secretary,

BPCL Mazdoor Sangh (BMS),

C/o M/s. Bharat Petroleum Corporation Ltd.

Kochi Refinery, Ambalamughal,

Cochin - 682302

.....

Union/Petitioner

AND: The Executive Director,

M/S Bharat Petroleum Corporation Ltd.

Kochi Refinery, Ambalamughal,

Cochin- 682302

..... Management/Respondent

Appearances:

For the Petitioner : Sri. Saji Sankaran Nair, Advocate

For the Respondent: M/s Thomas & Thomas Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-30011/16/2021-IR(M) dated 16.08.2021, referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Bharat Petroleum Corporation Ltd. and their workman. The schedule of the reference is,

SCHEDULE

“(i) Whether the action of the Management of M/s BPCL – Kochi Refinery in offering the fitment benefits and DA merger at the rate of 12% and 95% as against 15% and 100% demanded respectively by the BPCL Mazdoor Sangh (BMS) and also as granted by the other oil sector CPSU’S in the country is fair and justifiable?”

“(ii) Whether the action of the M/s BPCL- Kochi Refinery in insisting the Union to sign the Memorandum of agreement with condition attached as under Sub Clause f of Clause 1 which undermines the role and existence of the Union is fair and justifiable?”

“(iii) If not, as to what relief they are entitled to?”

The reference is numbered in this Tribunal as I.D. No.49/2021 and the case is presently posted on 23.04.2025, for hearing on Interim relief.

2. The matter was taken up today for hearing through video conference in view of the direction of Ministry of Labour & Employment, Government of India to conduct special campaign for disposal of cases vide letter dated 14.2.2025.

3. Heard both sides through video conference. The petitioner union has filed the memo with the averment that the industrial Dispute was settled with the management after a bipartite discussion and signing of a Long Term Settlement on 17.03.2024. Therefore, petitioner union prayed to permit the petitioner to withdraw the claim / ID treating it as not pressed in the interest of justice.

4. The Counsel for Respondent also filed memo dated 22.04.2024 where in concurred the same.

5. Therefore, in view of the above, a No-dispute Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Sri N.K. Suresh, Secretary to the Court, corrected and signed by me on this the 6th day of March, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Union/Petitioner

NIL

Witnesses examined for the
Management/Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 14 मई, 2025

का.आ. 800.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और सीआरईसीसीएस कैंटीन एम्प्लॉईस यूनियन (इंटक) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम, पंचाट (रिफरेन्स न.-20/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. एल- 30011/46/2019-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 800.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 20/2020**) of the **Central Government Industrial Tribunal cum Labour Court, Ernakulam** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/S Bharat Petroleum Corporation Ltd. and CRECCS Canteen Employees Union (INTUC)** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. L-30011/46/2019-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT: ERNAKULAM**Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 6th day of March, 2025**ID No. 20/2020**

Between: The General Secretary,

CRECCS Canteen Employees Union (INTUC),

Ambalmughal, Pin Code - 682302

..... Union/Petitioner

AND: 1) The Executive Director,

M/s BPCL – Kochi Refinery

Ambalamughal, Pin Code – 682302

2) The President,

BPCL ECS Ltd.,

E 226, BPCL-KR

Ambalamughal, Pin Code - 682302 Managements/Respondents

Appearances:

For the Petitioner : Sri.C. Anil Kumar, Advocate

For the Respondent: M/s Thomas & Thomas Advocates

AWARD

The Government of India, Ministry of Labour by its order No.L-30011/46/2019-IR(M) dated 01.01.2020, referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. BPCL-Kochi Refinery & BPCL ECS Ltd. and their workman. The schedule of the reference is,

SCHEDULE

“Whether the action of the Management of BPCL Employees’ Co-Operative Society, BPCL Kochi Refinery to implement the new duty schedule of Canteen workers is justified or not? If not, what relief the Workers are entitled to?”

The reference is numbered in this Tribunal as I.D. No .20/2020 and the case is presently posted on 19.05.2025, for Counter of 1st Management.

2. The matter was taken up today for hearing through video conference in view of the direction of Ministry of Labour & Employment, Government of India to conduct special campaign for disposal of cases vide letter dated 14.2.2025.

3. Heard both sides through video conference. The petitioner union has filed the memo with the averment that as per MOU dated 10.04.2024 entered between the Union and the Management of BPCL Employees Co-operative Society, the Union has agreed not to proceed with the issue covered by the above reference. Therefore, petitioner union prayed to permit the petitioner to withdraw the claim / ID treating it as not pressed in the interest of justice.

4. In the video conference the counsel for Respondent has also concurred the same.

5. Therefore, in view of the above, a No-dispute Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri N.K Suresh, Secretary to the Court, corrected and signed by me on this the 6th day of March, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Union/Petitioner

NIL

Witnesses examined for the
Management/Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 14 मई, 2025

का.आ. 801.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स वासवदत्ता सीमेंट के प्रबंधन के संबद्ध नियोजकों और श्री रमेश के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बंगलोर, पंचाट (रिफरेन्स न.-18/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. एल 29012/02/2017-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 801.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 18/2017) of the **Central Government Industrial Tribunal cum Labour Court, Bangalore** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s Vasavadatta Cement** and **Shri Ramesh** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. L-29012/02/2017-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 28th APRIL 2025

PRESENT : **Smt. K P INDIRA B.A., LLB.**

Presiding Officer

C R No. 18/2017**I Party****II Party**

Sri Ramesh,
S/o Babu Sherigara,
Kodla Cross, Sedam,
GULBARGA – 585 222.
Karantaka.

The Vice President,
M/s. Vasavadatta Cement,
L N Nagar, Sedam,
GULBAGA – 585 222.
Karnataka.

Appearances

I Party : **Shri K Chandrappa**
Advocate

II Party : **Shri Raghu Kumar H**
Advocate

1. The Government of India, Ministry of Labour vide Order No. L-29012/2/2017-IR(M) dated 17.07.2017 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as “The Act”) (14 of 1947) referred the following Industrial Dispute to this Tribunal for adjudication:

SCHEDULE

“Whether the action of the management of M/s Jai Bhawani Contractor, Laxminarayan Nagar, Gulbarga through M/s. Vasavadatta Cement in terminating w.e.f. 11.01.2010 the services of the applicant Sh. Ramesh Babu S/o Babu Sherigara, Equipment Operator in the establishment of M/s. Vasavadatta Cement, Gulbarga is proper, legal and justified? If not, to what relief Sh. Ramesh S/o Babu Sherigara is entitled to?”

2. After registering the case the date of hearing was fixed as 21.08.2017 and the Claim Statement was filed on 26.02.2020 and then the matter was posted for Counter Statement. On 22.06.2020 since none appeared for the II Party, the matter was adjourned for Evidence of I Party treating as Counter Statement not filed. On 14.12.2020 counsel for I Party filed the affidavit evidence and got four documents marked as Ex W-1 to Ex W-4 and his cross-examination was recorded as NIL as the II Party did not mark its attendance / appearance to contest the case. Again this tribunal issued notice to both parties and for giving clarification on Ex W-1 Appointment Order by the 1st Party. However both parties did not appear before this Tribunal despite repeated notices.

3. Perused the records.

4. Going by the records, as already expressed by my learned predecessor in office, Ex W-1 the so called the Order of appointment dated 16.01.1998 does not disclose that it is issued by the II Party Management viz., M/s. Vasavadatta Cement; instead it is a letter apparently signed by the Manager, Injappalli Lime Stone Mines appointing the I Party as Temporary Driver at Injapalli L/S Mine. What is the connection or relationship between Injappalli Lime Stone Mine and Vasavadatta Cement is not reliably made out by the I Party.

5. Annexure-B order of the Regional Labour Commissioner(C), dated 21.08.2014 is obviously an order issued to M/s. Jai Bhawani Contractor, C/o Vasavadatta Cement, L N Nagar, Gulbarga, to take the I Party to duty and to report compliance within 10 days. The said order divulges that in the joint meeting held with the management of M/s. Vasavadatta Cement and the I Party, the management has clearly stated that the I Party is an Employee of M/s. Jai Bhawani Contractor and there exists no relationship of Master and Servant. In the subsequent conciliation failure report (Annexure-C) issued by the Regional Labour Commissioner(C) as per the directive of the Hon’ble High Court in WP No. 205097/2015(L-TER) dated 30.11.2016, it is seen stated that the Applicant / I Party was not a regular employee of M/s. Vasavadatta Cement. It is equally seen and observed in Annexure-C that M/s. Jai Bhawani contractor declined to take back the I Party to duty considering his previous track record, disorderly and riotous behaviour. As against all these, the I Party had to give reliable and acceptable evidence before this Tribunal to sustain his claims and the relief put forth in the statement of claim.

6. Having offered himself as a witness on his behalf and having produced Ex W-1 to Ex W-4, he was under the mandate of this tribunal to give clarification on Ex W-1 appointment Order. Despite having granted repeated and ample opportunities he simply ignored rather neglected the directive from this tribunal to clarify the anomaly. Lack of Evidence on his part and his failure to offer himself for cross-examination went in total failure of his case. No valid opportunity is given by him nor any due diligence is shown by him to prosecute his case in a just and fair manner so as to factually and legally substantiate his case and thereby to get the relief prayed for. The failure on the part of the I Party persuades this court to answer this claim negating the relief prayed for. Accordingly, the reference is answered in the negative.

AWARD

Reference is dismissed. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 28th April 2025)

K P INDIRA, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 802.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय रिजर्व बैंक के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (16/2013-14) प्रकाशित करती है।

[सं. एल 12011/78/2012-आई आर ((बी-1)]

सलोनी, उप निदेशक

New Delhi, the 14th May, 2025

S.O. 802.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 16/2013-14) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of Reserve Bank of India their workmen.

[No. L-12011/78/2012- IR(B-I)]

SALONI, Dy. Director

ANNEXURE

BEFORE SHRI SHIV SHANKER PRASAD, PRESIDING OFFICER,

CGIT-CUM-LABOURT COURT, NAGPUR

Case No.CGIT/NGP/16/2013-14

Date: 22.04.2025.

Party No.1 : The Chief General Manager,
Reserve Bank of India,
Human Resources Management Department(HRMD)
Central Office Mumbai.

: The Regional Director,
Reserve Bank of India,
Civil Lines,
Nagpur (MS)-1.

Versus

Party No.2 : The President
Reserve Bank Employees Association,
C/o. B.G. Dokrimare

Plot No. 37 Durganagar Bank colony,
Manewada Road, Nagpur-440024.

AWARD

(Dated: 22nd April, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Reserve Bank of India and their union, Reserve Bank Employees Association, for adjudication, as per letter **No.L-12011/78/2012-IR (B-I) dated 02.05.2013**, with the following schedule:-

"Whether the action of the management of Reserve Bank of India through its Chief General Manager, HRMD, Central Office, Mumbai in not upgrading and revising proportionately of pension of employees of the RBI with each wage revision automatically as is being in case of Central Government pensioners and family pension and not granting eligibility for full pension service of 20 years in place of present 28 years is legal and justified? If not, to what relief the Reserve Bank Employees Association is entitled to?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the union Reserve Bank Employees Association, ("the union" in short) filed the statement of claim and the management of Reserve Bank of India ("party no.1" in short) filed the written statement. Workman filed his rejoinder as well as evidence on affidavit. Evidence of the witness is also recorded. The Party no.1 also filed written notes of arguments

Meanwhile, today the union president filed a Pursis mentioning that the dispute has been settled amicably and did not want to prosecute further in the matter. So considering the facts mentioned in the pursis the award is passed.

Both parties have settled the dispute amicably in terms and conditions mentioned in the pursis signed by both the parties.

Hence, it is ordered:-

ORDER

"The reference is answered in favour of the workman in terms of the settlement mentioned in the Pursis. The Pursis dated 22.04.2025 is made part of the award."

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 803.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आई सी आई सी आई बैंक लि के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नागपुर के पंचाट (22/2020-21) प्रकाशित करती है।

[सं. एल 12025/01/2025-आई आर ((बी-1)-61]

सलोनी, उप निदेशक

New Delhi, the 14th May, 2025

S.O. 803.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.22/2020-21) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of ICICI Bank Ltd. their workmen.

[No. L-12025/01/2025- IR(B-I) -61]

SALONI, Dy. Director

ANNEXURE
BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/22/2020-21

Date: 25.04.2025.

Party No.1: The Managing Director & C.E.O.
ICICI Bank Ltd.,
ICICI Bank Towers,
Bandra – Kurla Complex,
Mumbai - 400051

V/s.

Party No.2: Shri. Kalidas S/o Shivling Phulpagar,
Raj Park Galaxy, G Flat No. 302,
3rd Floor, Vedant Nagar,
Malegaon Road, Nanded,
Nanded – 431605 (M.S.)

AWARD

(Dated: 25th April, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of The ICICI Bank Ltd., ICICI Bank Towers, Bandra – Kurla Complex, Mumbai through its Managing Director & C.E.O, and their workman Shri. Shivling Phulpagar, for adjudication, as per letter **No. N-7(01)/2020-ID/IR dated 27.10.2020**, with the following schedule:-

“Whether the action of the management of The Managing Director & C.E.O., ICICI Bank Ltd. ICICI Bank Towers, Bandra – Kurla Complex, Mumbai – 400051 through its Managing Director & C.E.O in terminating the service of Shri Kalidas Shivling Phulpagar w.e.f. 03/06/2014 is just fair & legal? If not, to what relief Shri Kalidas Shivling Phulpagar is entitled to?”

2. Case is called out. Learned Counsel for the respondent Shri. P.D. Meghe is present before the Court. But no one is present on behalf of petitioner. Petitioner is not responding and attending the Court since 05.02.2021. No statement of claim and written statement have been filed by the parties respectively till date. Petitioner has not filed any evidence to prove his claim. Petitioner is not coming to the Court since 05/02/2021. It appears that he is not interested to contest the case further more. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered.

ORDER

The action of the management of The Managing Director & C.E.O., ICICI Bank Ltd. ICICI Bank Towers, Bandra – Kurla Complex, Mumbai – 400051 through its Managing Director & C.E.O in terminating the service of Shri Kalidas Shivling Phulpagar w.e.f. 03/06/2014 is just fair & legal. Shri Kalidas Shivling Phulpagar is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 14 मई, 2025

का.आ. 804.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स इंडिया वन एयर; एयरपोर्ट्स अथॉरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और श्री पाचिगला कुमार के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (**रिफरेन्स नं.-3/2025**) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. जेड-16025/04/2025-आईआर(एम)-55]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 804.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 3/2025**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s India One Air; Airports Authority of India** and **Shri Pachigalla Kumar** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. Z-16025/04/2025-IR(M)-55]

DILIP KUMAR, Under Secy.

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 5th day of March, 2025

INDUSTRIAL DISPUTE No. 3/2025

Between:

Sri Pachigalla Kumar,
Se-5, Simhadrihilla, Old Gopalapatnam,
Simhachalam, Visakhapatnam,
Andra Pradesh-530027.

.....Petitioner

AND

1. Sri Prem Kumar Garg,
CEO, M/s Indiaone Air,
Inspire Business Park, CH-7,
2nd Floor, Adani Shantigaram, Gandhinagar,
Gujarat-382421.
2. The Director,
Airports Authority of India,
Visakhapatnam Airport,
Visakhapatnam-530009.

...Respondents

Appearances:

For the Petitioner : None

For the Respondent: None

AWARD

The Government of India, Ministry of Labour by its Order no. 8/41/2024-B1 dated 20.12.2024 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Airports Authority of India, & India One Air and their workmen. The reference is,

SCHEDULE

“Whether the action of management of M/s IndiaOne Air, contractor of Airport Authority of India, Visakhapatnam in terminating the services of Sri Pachigalla Kumar, ex-workman without complying section 25-F of Industrial Disputes Act, 1947 and non-issue of valid Aerodome Entry permit is legal and justified? If not, what relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No 3/2025 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Notice sent through registered post to petitioner returned with endorsement “No such person in the address” whereas notice was sent address given in the reference. Therefore, in absence of Petitioner and non-filing of claim statement by the Petitioner, the case is ‘No Claim’ award is passed. Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 5th day of March, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 14 मई, 2025

का.आ. 805.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स मंचेरियल सीमेंट कंपनी प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और तेलंगाना सीमेंट वर्कर्स यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-31/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. एल-29011/02/2022-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 805.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 31/2022**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Mancherial Cement Co. Pvt. Ltd.** and **Telangana Cement Workers Union** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. L-29011/02/2022-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 21st day of February, 2025

INDUSTRIAL DISPUTE No. 31/2022

Between:

The General Secretary,

Telangana Cement Workers Union,

Qtr. No. F-33 C & D, MCC Colony,
Mancherial Cement Works (PO)- Mancherial
Mancherial-504208.

.....Petitioner

AND

The General Manager,
M/s. Mancherial Cement Co. Pvt. Ltd.,
Mancherial-504208.

...Respondents

Appearances:

For the Petitioner : K. Koteswara Rao, advocate

For the Respondent: K. Siva Kumar, advocate

AWARD

The Government of India, Ministry of Labour by its Order no. L-29011/02/2022 (IR(M)) dated 08.02.2022 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Mancherial Cement Co. Pvt. Limited and their workmen. The reference is,

SCHEDULE

“Whether the action of the management of Mancherial Cement Company Pvt. Ltd. to retrench 30 workers without adhering to the provisions under chapter VB of the Industrial Disputes Act, 1947 is justified or not? If not, what relief the workmen are entitled to?”

The reference is numbered in this Tribunal as I.D. No 31/2022 and notices were issued to the parties concerned.

2. After filing claim statement Petitioner remained absent. Despite sufficient opportunity accorded to him, the Petitioner did not adduce any evidence to substantiate his claim. Perused the record. Since the Petitioner has not substantiated his claim by any evidence, therefore, a ‘No-claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 21st day of February, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 14 मई, 2025

का.आ. 806.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स मंचेरियल सीमेंट कंपनी प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और तेलंगाना सीमेंट वर्कर्स यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-7/2022) को

जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. एल-29011/26/2021-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 806.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 7/2022**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Mancherial Cement Co. Pvt. Ltd.** and **Telangana Cement Workers Union** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. L-29011/26/2021-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 21st day of February, 2025

INDUSTRIAL DISPUTE No. 7/2022

Between:

The General Secretary,

Telangana Cement Workers Union,

Qtr. No. F-33 C & D, MCC Colony,

Mancherial Cement Works (PO)- Mancherial

Mancherial-504208.

.....Petitioner

AND

The General Manager,

M/s. Mancherial Cement Co. Pvt. Ltd.,

Mancherial-504208.

...Respondents

Appearances:

For the Petitioner : K. Koteswara Rao, advocate

For the Respondent: K. Siva Kumar, advocate

AWARD

The Government of India, Ministry of Labour by its Order no. L-29011/26/2021 (IR(M)) dated 12.11.2021 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Mancherial Cement Co. Pvt. Limited and their workmen. The reference is,

SCHEDULE

1. “Whether the agreement dated 14.04.2011 entered between the management of M/s Mancherial Cement Co. Pvt Ltd and Telangana Cement Workers Union is binding on parties after four years, in view of the clause for review of the agreement after four years?
2. Whether non-review of the agreement dated 14.04.2011 between management of M/s Mancherial Cement Co. Pvt Ltd and Telangana Cement Workers Union by the management and conducting

negotiations with workmen, other than Telangana Cement Workers Union would amount to unfair labour practices under Item No. 1 (C), 2&3 of the fifth Schedule of ID Act? If so, what remedies are available to the parties?"

The reference is numbered in this Tribunal as I.D. No 7/2022 and notices were issued to the parties concerned.

2. After filing claim statement Petitioner remained absent. Despite sufficient opportunity accorded to him, the Petitioner did not adduce any evidence to substantiate his claim. Perused the record. Since the Petitioner has not substantiated his claim by any evidence, therefore, a 'No-claim' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 21st day of February, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Petitioner

NIL

Witnesses examined for the

Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 14 मई, 2025

का.आ. 807.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स मंचेरियल सीमेंट कंपनी प्राइवेट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और तेलंगाना सीमेंट वर्कर्स यूनियन के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-6/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. एल-29011/12/2020-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 807.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 6/2021) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **M/s. Mancheria Cement Co. Pvt. Ltd. and Telangana Cement Workers Union** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. L-29011/12/2020-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 21st day of February, 2025

INDUSTRIAL DISPUTE No. 6/2021

Between:

The Vice-President,

Telangana Cement Workers Union,

Qr. No. F-33 C & D, M.C.C. Colony,

Dist. – Mancheria.

.....Petitioner

AND

The General Manager,
M/s. Mancherial Cement Co. Pvt. Ltd.,
Mancherial.

...Respondents

Appearances:

For the Petitioner : K. Koteswara Rao, advocate

For the Respondent: K. Siva Kumar, advocate

AWARD

The Government of India, Ministry of Labour by its Order no. L-29011/12/2020 (IR(M)) dated 01.03.2021 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Mancherial Cement Co. Pvt. Limited and their workmen. The reference is,

SCHEDULE

“Whether the dispute raised by Telangana Cement Workers union against M/s Mancherial Cement Co. (Pvt.) Limited, Mancherial, for retrenchment of 20 workmen (list attached) is legal and justified? If not, what relief the concerned workmen are entitled to?”

The reference is numbered in this Tribunal as I.D. No 6/2021 and notices were issued to the parties concerned.

2. After filing claim statement Petitioner remained absent. Despite sufficient opportunity accorded to him, the Petitioner did not adduce any evidence to substantiate his claim. Perused the record. Since the Petitioner has not substantiated his claim by any evidence, therefore, a ‘No-claim’ award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 21st day of February, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 14 मई, 2025

का.आ. 808.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीमेंट कॉर्पोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और सीमेंट कॉर्पोरेशन ऑफ इंडिया कॉन्ट्रैक्ट वर्कर्स यूनियन, श्री एम. किशन राव के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद, पंचाट (रिफरेन्स न.-47/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 14.05.2025 को प्राप्त हुआ था।

[सं. एल-29011/2/2019-आईआर(एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 14th May, 2025

S.O. 808.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Reference No. 47/2019**) of the **Central Government Industrial Tribunal cum Labour Court, Hyderabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Cement Corporation of India** and **Cement Corporation of India Contract Workers Union, Shri M. Kishan Rao** which was received along with soft copy of the award by the Central Government on 14.05.2025.

[No. L-29011/2/2019-IR(M)]

DILIP KUMAR, Under Secy.

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT
HYDERABAD**

Present: - **Sri IRFAN QAMAR**

Presiding Officer

Dated the 19th day of March, 2025

INDUSTRIAL DISPUTE No. 47/2019

Between:

Sri M. Kishan Rao,

Packing Plant contractor,

M/s Cement Corporation of India Ltd.,

Tandur, District- Vikarabad-501158.

.....Petitioner

AND

The President,

CCI Contract Workers Union

(AITUC), Tandur, Karankote,

District-Vikarabad-501158.

...Respondents

Appearances:

For the Petitioner : None

For the Respondent: None

AWARD

The Government of India, Ministry of Labour by its order No. L-29011/2/2019-IR(M) dated 14.06.2019 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Cement Corporation of India and their workmen. The reference is,

SCHEDULE

“Whether the demands of the Union for Industrial Disputes Act, 1947 wage to remaining 14 contractor workers (list attached) on par with other cleaning workers who are stated to be carrying out same and similar work in packing plant of M/s Cement Corporation of India Ltd., Tandur is proper, legal and justified? If yes, what relief the workmen are entitled to? What directions, if any, are necessary in the matter?”

The reference is numbered in this Tribunal as I.D. No 47/2019 and notices were issued to the parties concerned.

2. Petitioner absent on the date fixed for filing of claim statement and documents. Notice sent by petitioner at his given address. It seems petitioner don't want to prosecute his case. Therefore, in the absence of claim statement by petitioner 'No-Claim' Award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Shri Vinay Panghal, LDC corrected and signed by me on this the 19th day of March, 2025.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL